



# 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: August 12, 2022	REQUESTS:
Item #: P22-066	The applicant is <b>re-submitting</b> a request for a Subdivision Plat for the properties located at 445 E. Kelly Ave. and the parcel to the north, legally known as PT SE1/4NW1/4, SEC. 34, TWP. 41, RNG. 116., PIDN: 22-41-16-34-2-00-027 and 028
Planner: Tyler Valentine	For questions, please call Tyler Valentine at 733-0440, x1303 or email to the address shown below. Thank you.
Phone: 733-0440 ext. 1305	
Email: <a href="mailto:tvalentine@jacksonwy.gov">tvalentine@jacksonwy.gov</a>	
<b>Owner:</b> Teton County PO Box 1727 Jackson, WY 83001	
<b>Applicant:</b> Jackson/Teton County Affordable Housing PO Box 714 Jackson WY 83001	
<b>Please respond by: August 26, 2022 (with Comments)</b>	

**Owner:**

Teton County  
PO Box 1727  
Jackson, WY 83001

**Applicant:**

Jackson/Teton County Affordable  
Housing  
PO Box 714  
Jackson WY 83001

**RESPONSE:** For Departments not using Trak-it, please send responses via email to:  
[alangley@jacksonwy.gov](mailto:alangley@jacksonwy.gov)



## **Jackson/Teton County Affordable Housing Department**

**Kristi Malone**

Housing Supply Specialist

[kristi.malone@tetoncountywv.gov](mailto:kristi.malone@tetoncountywv.gov)

P: 307.732.8571

August 10, 2022

RE: 445 E Kelly Plat Application (P22-066)

Dear Tyler,

Thank you for your initial review of the Plat application for a six-lot subdivision at 445 E Kelly Avenue. In response to the comments received in April from Town Engineering, Survey, and Title, revised application materials were submitted to you on June 10<sup>th</sup>, 2022. Upon receipt, reviewers further clarified requested revisions which are reflected in the attached further revised application materials.

Additionally, slight lot line adjustments to accommodate legal access to all lots and sufficient physical development allowances per lot are included in this revised plat map, consistent with the Development Plan minor deviation request submitted concurrent with the attached materials.

Attachments to this letter include:

1. Revised Plat Map, dated August 5, 2022
2. Response to written review comments received from Town Engineering, Survey, and Title
3. Updated Title Report, dated April 15, 2022
4. Draft Affidavits for Certificate of Approval and Certificate of Owner
5. Subdivision Improvements Agreement with Infrastructure Plans and Cost Estimate

Thank you for your review and I look forward to your response.

Sincerely,

*Kristi Malone*

Kristi Malone



## 2. RESPONSE TO WRITTEN REVIEW COMMENTS

COMMENT	RESPONSE
<b>Title Review (Nancy Hughes, 4/18/22)</b>	
1) Lots 3, 4, 5, and 6 lack statutory legal access	Resolved – see revised draft plat which includes access and utility easement granted by recordation of plat.
2) We need a current title report, reflecting the current vested owner and all current title exceptions, in order to review this plat. The report provided is 2 years old.	Resolved—see updated Title Report.
3) Not clear what the county is attempting to grant in the easement document provided, as the exhibits are not complete and the instrument generally does not make sense.	Resolved – see revised draft plat which includes access and utility easement granted by recordation of plat. Separate instrument no longer proposed.
4) The lot configurations are odd, and perhaps this is an effort to meet minimum required lot sizes. It would be helpful to understand the "end game" to make sense of this proposed plat. I spoke with Chris Greenville at habitat, and he said the plan is to construct 6 rectangular triplexes for a total of 18 units. The planned phasing is to build on lot 5 and then lot 6 as phase 1; re-plat those lots, and sell those 6 resulting parcels to habitat homebuyers. The mortgages granted by the new owners will be sold to wcda to finance the next phase. Phase 2 is the same process on lots 3 and 4, and phase 3 is the same process on lots 1 and 2.	Discussed at meeting in April; lot configurations were designed to meet minimum lot size and facilitate shared parking and circulation; approved in Development Plan and no apparent conflict with statute regarding plats.
5) Chris told me that funding is via a wcda grant that will not be secured by a mortgage, which eliminates much of the need for separate legal descriptions at this phase. Rather than platting the lots now (to be replatted once the buildings are complete), would the county entertain the following idea: <ul style="list-style-type: none"> <li>• surveyor prepares a metes and bounds description of the land encompassing phase 1.</li> <li>• teton county leases that land to habitat.</li> <li>• teton county grants a temporary construction access easement from said land to the public road (kelly street)</li> </ul>	Discussed at meeting in April; Town Planning confirmed that this approach is not an option because it does not vest the necessary density allowance per parcel prior to construction of units and the townhome plats.

<ul style="list-style-type: none"> <li>once the buildings are complete, file a plat creating the 6 new "townhouse" lots, and grant permanent access.</li> </ul>	
<p>6) (6/17/22) We would need to see both the proposed easement and (revised) proposed plat together in order to provide a meaningful review. The easement should be plotted/reflected on the face of the revised plat. Reviewing the new easement in a vacuum without seeing it in relation to the new plat is somewhat meaningless.</p>	<p>Discussed with Nancy via phone for resolution; to simplify review process, we have opted to eliminate recordation of access and utility easement via separate instrument and instead have included the easement on the revised draft plat to be granted as an element of the plat.</p>
<b>Survey Review (Todd Cedarholm, 4/18/22)</b>	
<p>1) The title report from WTE is dated April 24, 2020 and lists Brown, Crawford, and Riday as owners not Teton County the current owner. The exceptions listed in the report cannot be current subsequently the COO on the plat cannot be correctly evaluated.</p>	<p>Resolved—see updated Title Report.</p>
<p>2) Also, Wyoming Statute requires that a subdivision plat provide legal access to a public road or street from all lots, however this plat only provides legal access to two lots. The application includes a Declaration of Easement that purports to establish access to the other 6 lots but the document does not include the necessary legal description for the easement.</p>	<p>Resolved—see revised draft plat which includes access and utility easement granted by recordation of plat.</p>
<p>3) (6/17/22) The easement needs to be shown on the plat.</p>	<p>Discussed with Nancy via phone for resolution; to simplify review process, we have opted to eliminate recordation of access and utility easement via separate instrument and instead have included the easement on the revised draft plat to be granted as an element of the plat.</p>
<b>Engineering Review (Brian Lenz, 4/18/22)</b>	
<p>1) Bond for monumentation: \$8250. \$500 per corner up to 10 and discounted below that to \$250. Enter this bond value in the restrictions section of trakit. Bond will be released once monumentation for the subdivision has been set, or verified to be in place and not disturbed by written statement by a licensed surveyor.</p>	<p>Prepared to submit bond at time of Plat recordation.</p>
<p>2) The name of the subdivision is very long and lacking character but very specific.</p>	<p>Development team has not decided on final name, but will incorporate better character place-name in the forthcoming townhome plats.</p>

3) Consideration of any warning of possible nuisance from the LVE substation	Will include on forthcoming townhome plats; will check with LVE on availability of template language.
4) A subdivision improvement agreement is required and a bond for improvements and monumentation provided for in the amount of 125% of the work	As a public entity, Teton County will require a performance bond from the contractor selected to install horizontal infrastructure and finished grading. In consideration of this policy ensuring that work is completed, we request that the requirement for a subdivision improvements agreement be waived. Please see the formal request in Attachment #5.
5) Provide pdfs for further review prior to executing any final documents.	Acknowledged—will do.
<b>Easements:</b> 1) Legal access easements for all lots to Kelly must be provided.	Resolved – see revised draft plat which includes access and utility easement granted by recordation of plat.
2) Easements for all common utilities must be provided.	Resolved – see revised draft plat which includes access and utility easement granted by recordation of plat.
3) Provide exhibits for all proposed easements.	N/A—separate instrument with exhibits replaced with inclusion of easements on proposed plat.
4) Provide the draft of the utility and access easement for the town's sewer in a form provided by the town of Jackson, coordinate with town attorney and engineering.	N/A—separate instrument replaced with inclusion of easements on proposed plat.
5) There is an existing 20 feet wide easement granted to the town for the sewer, doc. 311926, that overlaps with the proposed 25 feet wide easement. Coordinate with the town engineer to determine if the existing easement needs to be vacated or only an additional 5 feet of easement is warranted.	Please advise if this existing easement should be vacated via this plat.
6) A separate easement should be provided for lower valley energy.	LVE and Town of Jackson easements are non-exclusive and granted via this plat.
7) For verification include exhibits that show the proposed easements overlaying the access or utility that they are providing.	See proposed access and utility easements plotted on Utility Master Plan (Sheet C5.1) of the Grading Permit application B22-0313.
8) Provide documents for the vacation of the 1991 access easement within mike yokel park.	Resolved—see vacation request on proposed Plat Map.

<p><b>Declaration of Easement:</b></p> <p>1) Is drafted such that the 6 lots are not yet created. Consideration should be given as to whether or not drafting the easement for the six lots is more appropriate.</p>	<p>N/A—separate instrument with exhibits replaced with inclusion of easements on proposed plat.</p>
<p>2) Section 1. States for the benefit of the property but should be for the six lots. Consideration of the structure of the various agreements needs to be considered and revised accordingly.</p>	<p>N/A—separate instrument with exhibits replaced with inclusion of easements on proposed plat.</p>
<p>3) Section 2. Language may conflict with other agreements or leases between the county (owner) and developers or final owners. Review and revise accordingly.</p>	<p>N/A—separate instrument with exhibits replaced with inclusion of easements on proposed plat.</p>
<p>4) Section 3: refers to parties but only one party is defined in the declaration. Review and revise accordingly.</p>	<p>N/A—separate instrument with exhibits replaced with inclusion of easements on proposed plat.</p>
<p>5) Consider the structure of the easements, grantors, grantees and who will be the owners when the development is complete. If the county will remain the owner of the “base” lots then this may be a matter for the lease and ccrs rather than an easement.</p>	<p>N/A—separate instrument with exhibits replaced with inclusion of easements on proposed plat.</p>
<p>6) Provide all of the exhibits and where relevant samples with the easement overlayed on the uses they are providing for.</p>	<p>N/A—separate instrument with exhibits replaced with inclusion of easements on proposed plat.</p>
<p><b>LDRs 8.5.3.D Subdivision Plat Content:</b></p> <p>1) A plat shall contain notice of a mapped fault line pursuant to section 5.4.3.b. If no fault lines exist, provide a statement in the submittal documents that no fault line exists.</p>	<p>Resolved—note added to revised draft plat.</p>
<p><b>Certificate of Approval:</b></p> <p>1) Provide all of the proposed affidavits for review.</p>	<p>Resolved—see attached affidavits for review.</p>
<p><b>Notes:</b></p> <p>1) Add a note, no public maintenance of stormwater collections and treatment systems</p>	<p>Resolved—note added to revised draft plat.</p>

<p><b>Certificate of Owner:</b></p> <ol style="list-style-type: none"> <li>1) Add the note: that access to sewer and water facilities, including pipelines, manholes, meters and valves, is hereby granted to the town of Jackson; and,</li> </ol>	<p>Resolved—note added to revised draft plat.</p>
<ol style="list-style-type: none"> <li>2) Add a note that the subdivision is subject to a subdivision improvement agreement recorded with the plat.</li> </ol>	<p>Resolved—note added to revised draft plat.</p>
<ol style="list-style-type: none"> <li>3) Add a note that the subdivision is subject to access and utility easement(s) within the subdivision to be recorded with the plat. Show the easements on the plat, even though they are created by separate instrument.</li> </ol>	<p>Resolved—note added to revised draft plat granting the access and utility easement as an element of the plat. Separate instrument no longer proposed.</p>
<ol style="list-style-type: none"> <li>4) Include a statement that provides evidence that all parcels of land created by the subdivision will be subject to written and recorded covenants or other instruments creating an entity, binding on subsequent owners of the land within the subdivision. The entities that may be used include, but are not limited to, special improvement districts, homeowners associations and mutual benefit corporations. The board shall not mandate the creation of an entity with the ability to interfere with any owner's ability to use his private property, except to collect any assessment. The entity shall have the ability to address the following topics: (a) maintenance and responsibility for common areas, roads and water supply systems and assessments against all parcels of land in the subdivision to defray the costs thereof; (b) continued management of the entity.</li> </ol>	<p>Land will stay in ownership by Teton County in perpetuity; CC&amp;Rs will be submitted for review with first townhome plat application prior to first transfer of ownership of townhome improvements to a selected qualifying affordable workforce family. Terms for maintenance responsibility of shared improvements will be included and, at that time, will transfer to townhome owners in the form of HOA entity.</p>
<ol style="list-style-type: none"> <li>5) Provide the CCRs for review</li> </ol>	<p>Land will stay in ownership by Teton County in perpetuity; Development Agreement submitted for review includes terms for installation and maintenance of improvements during construction; Draft CC&amp;Rs will be submitted for review with first townhome plat prior to transfer of ownership and maintenance responsibility to townhome owners and HOA.</p>
<ol style="list-style-type: none"> <li>6) Provide the proposed affidavit for review.</li> </ol>	<p>Resolved—see attached affidavits for review.</p>
<p><b>Plat Sheets:</b></p>	<p>Resolved—a second tie is added to the county control network.</p>

1) Provide a second tie to the county control network.	
2) That easements are provided for or noted to be recorded contemporaneously with the plat.	Resolved—proposed easements are provided for.
3) On the vicinity map there is an “x” before 34 in the section call out. Review and revise accordingly.	Revised.
4) LDRs 7.7.5.b: where utilities are not provided within a dedicated road right-of-way, easements of not less than 30 feet shall be provided for accommodating water lines, sanitary sewers and stormwater drainage. Minimum width of easements for power lines, telephone lines, and other utilities shall be 15 feet. Minimum easements for private water lines, sanitary sewers and stormwater drainage are 20 feet wide.	Proposed access, utility and maintenance easement for the subdivision is over 30' wide at narrowest point.
<b>Parks &amp; Rec Review (Rachel Rudd, 4/12/22)</b>	
1) We would request that the SIA include more detailed language regarding the "park improvement" portion. Specifically, sidewalk connector and secured access points to mike yokel park. These were proposed in the initial conceptual but want to make sure they are memorialized.	If SIA is required, language will be added to template agreement reflecting this request.



*First American Title*™

## Condition of Title Guarantee

ISSUED BY

**First American Title Insurance Company**

# Guarantee

GUARANTEE NUMBER

**50036956-0001012e**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE.

### **FIRST AMERICAN TITLE INSURANCE COMPANY**

a Nebraska corporation, herein called the Company

### **GUARANTEES**

the Assured named in Schedule A of this Guarantee

against loss or damage not exceeding the Amount of Liability stated in Schedule A sustained by the Assured by reason of any incorrectness in the Assurances set forth in Schedule A

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**First American Title Insurance Company**

For Reference:

File #: W-27614

Dennis J. Gilmore, President

Greg L. Smith, Secretary

This jacket was created electronically and constitutes an original document

## EXCLUSIONS FROM COVERAGE

Except as expressly provided by the assurances in Schedule A, the Company assumes no liability for loss or damage by reason of the following:

- (a) Defects, liens, encumbrances, adverse claims or other matters against the title to any property beyond the lines of the Land.
- (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the Public Records (1) that are created, suffered, assumed or agreed to by one or more of the Assureds; or, (2) that result in no loss to the Assured.
- (c) Defects, liens, encumbrances, adverse claims or other matters not shown by the Public Records.
- (d) The identity of any party shown or referred to in any of the schedules of this Guarantee.

- (e) The validity, legal effect or priority of any matter shown or referred to in any of the schedules of this Guarantee.
- (f) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the Public Records.
- (g) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the Public Records.

## GUARANTEE CONDITIONS

### 1. Definition of Terms.

The following terms when used in the Guarantee mean:

- a. the "Assured": the party or parties named as the Assured in Schedule A, or on a supplemental writing executed by the Company.
- b. "Land": the Land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "Land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- c. "Mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- d. "Public Records": those records established under Wyoming statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- e. "Date of Guarantee": the Date of Guarantee set forth in Schedule A.
- f. "Amount of Liability": the Amount of Liability as stated in Schedule A.

### 2. Notice of Claim to be Given by Assured.

The Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured of any assertion of facts, or claim of title or interest that is contrary to the assurances set forth in Schedule A and that might cause loss or damage for which the Company may be liable under this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice by the failure and then only to the extent of the prejudice.

### 3. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

### 4. Company's Option to Defend or Prosecute Actions; Duty of Assured to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- a. The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in Paragraph 4 (b), or to do any other act which in its opinion may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- b. If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of the Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- c. Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
- d. In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, the Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the correctness of the

## GUARANTEE CONDITIONS (Continued)

assurances set forth in Schedule A to prevent or reduce loss or damage to the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

### **5. Proof of Loss or Damage.**

- a. In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Assured furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.
- b. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this paragraph shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonable necessary information from third parties, as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

### **6. Options to Pay or Otherwise Settle Claims: Termination of Liability.**

**In case of a claim under this Guarantee, the Company shall have the following additional options:**

- a. To pay or tender payment of the Amount of Liability together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.
- b. To pay or otherwise settle with the Assured any claim assured against under this Guarantee. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or
- c. To pay or otherwise settle with other parties for the loss or damage provided for under this Guarantee, together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in 6 (a), (b) or (c) of this paragraph the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than the payments required to be made, shall terminate, including any duty to continue any and all litigation initiated by the Company pursuant to Paragraph 4.

### **7. Limitation Liability.**

- a. This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in Schedule A and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.
- b. If the Company, or the Assured under the direction of the Company at the Company's expense, removes the alleged defect, lien, or encumbrance or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- c. In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom.
- d. The Company shall not be liable for loss or damage to the Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

### **8. Reduction of Liability or Termination of Liability.**

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the Amount of Liability under this Guarantee pro tanto.

### **9. Payment of Loss.**

- a. No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- b. When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions, the loss or damage shall be payable within thirty (30) days thereafter.

### **10. Subrogation Upon Payment or Settlement.**

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

## GUARANTEE CONDITIONS (Continued)

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

### 11. Arbitration.

Provision intentionally deleted.

### 12. Liability Limited to This Guarantee; Guarantee Entire Contract.

- a. This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- b. Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- c. No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

### 13. Severability.

In the event any provision of this Guarantee, in whole or in part, is held invalid or unenforceable under applicable law, the Guarantee shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

### 14. Choice of Law; Forum.

- a. Choice of Law: The Assured acknowledges the Company has underwritten the risks covered by this Guarantee and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of Guarantees of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims that are adverse to the Assured and to interpret and enforce the terms of this Guarantee. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

- b. Choice of Forum: Any litigation or other proceeding brought by the Assured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

### 15. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 5 First American Way, Santa Ana, California 92707.** Phone: **888-632-1642** (claims.nic@firstam.com)

## **Condition of Title Guarantee**

### **SCHEDULE A**

Order No.: W-27614

Guarantee No.: 50036956-0001012e

Date of Guarantee: April 15, 2022 at 8:00AM

Amount of Liability: \$1,000.00

Premium: \$250.00

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1. Name of Assured:

**Teton County, a duly organized county of the State of Wyoming**

2. The estate or interest in the Land which is covered by this Guarantee is:

Fee Simple

3. The Land referred to in this Guarantee is described as follows:

**See Exhibit "A" for Legal Description**

4. Assurances

According to the Public Records as of the Date of Guarantee:

a. Title to the estate or interest in the Land is vested in:

**Teton County, a duly organized county of the State of Wyoming**

b. Title to the estate or interest is subject to defects, liens, or encumbrances shown in Schedule B which are not necessarily shown in the order of their priority

## Condition of Title Guarantee

### SCHEDULE B

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

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

- A. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
- 1. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of the persons in possession of the Land.
- 2. Easements, claims of easements or encumbrances that are not shown in the Public Records.
- 3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
- 4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records.
- 5. (a) Unpatented mining claims; (b) Reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.
- 6. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand and gravel located in, on or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.
- 7. The lien of real estate taxes or assessments imposed on the Title by a governmental authority that are not shown as existing liens in the records of the County Treasurer or in the Public Records.
- 8. General taxes for the year 2022, a lien in the process of assessment, not yet due or payable.
- 9. Rights of the public and others, as to that portion of the herein described property, if any, lying within East Kelly Avenue, a public road.
- 10. Matters Disclosed by Record of Survey recorded January 26, 1973, as (instrument) Map T-80, Official Records.  
[Map T-80](#)
- 11. Affidavit pertaining to boundary adjustment, recorded June 2, 1983, as (book) 140 (page) 35, Official Records.  
[B140P35](#)

12. Matters Disclosed by Record of Survey recorded June 9, 1988, as (instrument) Map T-80A, Official Records.  
[Map T-80A](#)

13. 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 June 21, 1991, as (book) 238 (page) 1020, Official Records:  
Purpose: Underground pipes, mains and sewer lines (Parcel 2)  
[B238P1020](#)

14. Terms, conditions and provisions of beneficial easement, for the purpose shown below and rights incidental thereto as granted to Norris Brown, Jr. and Grace Brown, husband and wife, in a document recorded June 21, 1991, as (book) 238 (page) 1023, Official Records:  
Purpose: Access and underground utilities  
[B238P1023](#)

\*\*\*\*\* End of Schedule \*\*\*\*\*

TAX NOTE:

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

Parcel 1 - Tax ID No. OJ-004023.

1st Installment: \$3,307.69 PAID  
2nd Installment: \$3,307.69 PAID

Parcel 2 - Tax ID No. OJ-004024.

1st Installment: \$1,409.75 PAID  
2nd Installment: \$1,409.74 PAID

## EXHIBIT "A" – LEGAL DESCRIPTION

Parcel One:

A tract of land lying wholly within the SE $\frac{1}{4}$ NW $\frac{1}{4}$ , Section 34, T41N, R116W, 6th P.M., Teton County, Wyoming, and being more particularly described as follows:

Beginning at a point S0°02'18" E, 1465.0 feet, and S89°57'42"W, 456 feet from the N $\frac{1}{4}$  corner of said Section 34;

Thence S0°02'18"E, 181.0 feet to a point;

Thence S62°52'18"E, 92.0 feet to a point;

Thence N19°16'26"E, 236.30 feet to a point;

Thence S 89°57'42"W, 160 feet to the Point of Beginning;

The Basis of Bearing being N0°02'18"W, along the north-south centerline of said Section 34.

Parcel Two:

A tract of land lying wholly within the SE $\frac{1}{4}$ NW $\frac{1}{4}$ , Section 34, T41N, R116W, 6th P.M., Teton County, Wyoming, and being more particularly described as follows:

Beginning at a point S89°57'42"W, 295.83 feet from a 5/8 inch diameter rebar which is S0°02'18"E, 1465.30 feet from the N $\frac{1}{4}$  corner of said Section 34;

Thence N0°02'18"W, 136.65 feet to a point;

Thence S89°39'12"W, 160.00 feet to a point;

Thence S0°02'18"E, 135.76 feet to a point;

Thence N89°57'42"E, 160.00 feet to the Point of Beginning, said points being marked by a 5/8 inch diameter by 16 inch long steel reinforcing bar with aluminum Surv-Kap inscribed "NELSON ENGR PE & LS 578";

The Basis of Bearing being N0°02'18"W, along the north-south centerline of said Section 34.

PIDN: 22-41-16-34-2-00-027, 22-41-16-34-2-00-028

• \* \* \* \* \* END OF LEGAL DESCRIPTION \* \* \* \* \*

Note: For informational purposes only, for which the Company assumes no liability for any inaccuracies or omissions, the purported street address and assessor's parcel number of said Land as determined from the latest county assessor's roll is:

445 East Kelly Avenue, Jackson, WY 83001

PT SE1/4NW1/4, SEC. 34, TWP. 41. RNG. 116., TBD TBD, Jackson, WY 83001

No inspection of said Land has been made, and no assurances are hereby given or implied as to the location of the Land herein described.



Placer Title Co., Centric Title and Escrow, Montana Title and Escrow, National Closing Solutions,  
National Closing Solutions of Alabama, National Closing Solutions of Maryland,  
North Idaho Title Insurance, Placer Title Insurance Agency of Utah,

**Premier Reverse Closings, Premier Title Agency, Texas National Title,  
Washington Title and Escrow, Western Auxiliary Corp., Wyoming Title and Escrow**

**NOTICE AT COLLECTION AND PRIVACY POLICY**

Updated July 1, 2021

We respect your personal information and are committed to protecting it. We are disclosing how Mother Lode Holding Company and its subsidiaries listed above (together referred to as "we," "us," or "our") collect, use, and share your personal information. Sections 1 and 2 constitute our Notice at Collection, Sections 1 – 9 are our Privacy Policy, and Sections 10 – 11 are additional sections of our Privacy Policy that apply only to California residents.

**1. Personal Information We Collect**

We may collect and over the last 12 months have collected personal information in the following categories: (A) Identity information such as name, postal address, email address, date of birth, social security number, driver's license, passport, signature, physical characteristics or description, telephone number, or other similar information; (B) Financial information (such as bank account information) and insurance information; (C) Records of services or products requested or purchased; (D) Biometric information (thumbprints obtained by notaries); (E) Internet or other electronic network activity information, such as online identifier, Internet Protocol address, and information relating to interaction with our Internet websites and mobile applications; (F) Audio (voice messages), electronic, or similar information; (G) Professional or employment-related information; (H) Education information; (I) Characteristics of protected classifications such as marital status; (J) Geolocation information (with consent when using our mobile applications); and (K) information relating to pandemics, including medical, health, and travel information.

**2. Purposes**

We collect the above information, and have collected it in the last 12 months, for the following purposes: Our operational purposes, including providing escrow and title services, fulfilling a transaction, verifying customer information, and providing and improving customer service (categories A-K); Detecting, protecting against, and reporting malicious, deceptive, fraudulent, or illegal activity (A-I); Providing and improving Websites, and debugging to find and repair errors (A, C E, F, J); Auditing and complying with legal and other similar requirements (A-I); and to reduce the risk of spreading infectious diseases and to protect our employees and guests (K).

**3. Sources, Sharing**

The sources from which the information is and was collected include: the consumer or their authorized representative (A-J); government entities, service providers, financial institutions, our affiliates, real estate settlement service providers, real estate brokers and agents (A-D, F-I); and our internet websites and mobile applications (A-C, E-J). The categories of third parties with whom we share and have shared personal information include: a consumer's authorized representative (A-I); government entities, service providers and consultants, financial institutions, our affiliates, real estate settlement service providers, real estate brokers and agents, abstractors (A-I); notaries public (K); and data analytics and internet service providers (E, F, J). We may also disclose your information as part of a business transaction, such as a merger, sale, reorganization or acquisition (A-J).

**4. Cookies and similar technologies**

We use "cookies" and similar technologies when you access our websites or mobile applications. A "cookie" is a piece of information that our website sends to your browser, which then stores this information on your system. If a cookie is used, our website will be able to "remember" information about you and your preferences either until you exit your current browser window (if the cookie is temporary) or until you disable or delete the cookie. Many users prefer to use cookies in order to help them navigate a website as seamlessly as possible.

We use "cookies" in the following situations. The first situation is with respect to temporary cookies. If you are accessing our services through one of our online applications our server may automatically send your browser a temporary cookie, which is used to help your browser navigate our site. The only information contained in these temporary cookies is a direction value that lets our software determine which page to show when you hit the back button in your browser. This bit of information is erased when you close your current browser window. The second

situation in which we may use cookies is with respect to permanent cookies. This type of cookie remains on your system, although you can always delete or disable it through your browser preferences. There are two instances in which we use a permanent cookie. First, when you visit our website and request documentation or a response from us. When you are filling out a form, you may be given the option of having our website deliver a cookie to your local hard drive. You might choose to receive this type of cookie in order to save time in filling out forms and/or revisiting our website. We only send this type of cookie to your browser when you have clicked on the box labeled "Please remember my profile information" when submitting information or communicating with us. The second instance where we use a permanent cookie is where we track traffic patterns on our site. Analysis of the collected information allows us to improve our website and the user experience. In both instances of a persistent cookie, if you choose not to accept the cookie, you will still be able to use our website. Even if you choose to receive this type of cookie, you can set your browser to notify you when you receive any cookie, giving you the chance to decide whether to accept or reject it each time one is sent.

## **5. Links to Other Websites and Do Not Track**

Our website may contain links to third party websites, which are provided and maintained by the third party. Third party websites are not subject to this notice or privacy policy. Currently, we do not recognize "do not track" requests from Internet browsers or similar devices.

## **6. Sale**

We don't sell personal information about consumers and haven't sold information about consumers in the last 12 months.

## **7. Minors**

We don't collect information from minors under the age of 18.

## **8. Safeguards**

We restrict access to the information we collect to individuals and entities who need to know the information to provide services as set forth above. We also maintain physical, electronic and procedural safeguards to protect information, including data encryption.

## **9. Access and Changes**

This notice and policy can be accessed <https://www.mlhc.com/privacy-policy>. Disabled consumers may access this notice in an alternative format by contacting MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661, or calling our toll free number at 1-877-626-0668, or emailing [privacy@mlhc.com](mailto:privacy@mlhc.com). This notice and policy will change from time to time. All changes will be provided at <https://www.mlhc.com/privacy-policy> and furnished through an appropriate method such as electronically, by mail, or in person. The effective date will be stated on the notice and policy.

Questions about this notice and privacy policy may be sent to MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661 or [privacy@mlhc.com](mailto:privacy@mlhc.com).

## **CALIFORNIA SUPPLEMENT - THE REMAINDER OF THIS POLICY APPLIES ONLY TO CALIFORNIA RESIDENTS**

## **10. Requests Under the California Consumer Privacy Act ("CCPA")**

California residents have the right to make a "request to know" (1) the specific pieces of personal information we have collected about them; (2) categories of personal information we have collected; (3) categories of sources from which the personal information was collected; (4) categories of personal information we disclosed for a business purpose; (5) purpose for collecting the information; and (6) categories of third parties with whom we shared personal information. California residents have the right to request that we deliver to them their personal information free of charge. California residents have the right to make a "request to delete" from our records of their personal information that we have collected, subject to legal limitations. We do not discriminate against consumers for exercising rights under the CCPA or other laws.

## **11. How to Make a Request under the California Consumer Privacy Act**

To make a CCPA "request to know," a "request to delete," or any other request under the CCPA, a California consumer may (1) submit a request to [privacy@mlhc.com](mailto:privacy@mlhc.com); (2) call us toll-free at 1-877-626-0668; or (3) send a written request to MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661. Please note that you must verify your identity before we take further action. To verify your identity, we will try to use information you have already provided. We may also need additional information. Consistent with California law, you may designate an authorized agent to make a request on your behalf. To do this, you must provide a valid power of attorney, the requester's valid government issued identification, and the authorized agent's valid government issued identification. California residents may "opt out" of the sale of their personal information. However, we do not sell your personal information and therefore we do not offer an "opt out."

Upon receipt of a verified consumer request, we will respond by giving you the information requested for the 12-month period before our receipt of your verified consumer request at no cost to you, or deleting the information and notifying any service providers to delete it, subject to legal limitations. If we have a valid reason to retain personal information or are otherwise unable to comply with a request, we will tell you. For example, the law may not require us or allow us to delete certain information collected. In addition, personal information we collect pursuant to the federal Gramm-Leach-Bliley Act is exempt from most of the provisions of the CCPA.

Questions about this notice and privacy policy may be sent to MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661 or [privacy@mlhc.com](mailto:privacy@mlhc.com).

## GRAMM-LEACH-BLILEY ACT PRIVACY POLICY NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) requires financial companies to provide you with a notice of their privacy policies and practices, such as the types of nonpublic personal information that they collect about you and the categories of persons or entities to whom it may be disclosed. In compliance with the Gramm-Leach-Bliley-Act, we are notifying you of the privacy policies and practices of:

Mother Lode Holding Co.  
Montana Title and Escrow Co.  
National Closing Solutions, Inc.  
National Closing Solutions of Alabama  
National Closing Solutions of Maryland  
Premier Reverse Closings  
Centric Title and Escrow

Placer Title Co.  
Placer Title Insurance Agency of Utah  
Premier Title Agency  
North Idaho Title Insurance Co.  
Texas National Title  
Western Auxiliary Corp.  
Wyoming Title and Escrow Co.

The types of personal information we collect and share depend on the transaction involved. This information may include:

- Identity information such as Social Security number and driver's license information.
- Financial information such as mortgage loan account balances, checking account information and wire transfer instructions
- Information from others involved in your transaction such as documents received from your lender

We collect this information from you, such as on an application or other forms, from our files, and from our affiliates or others involved in your transaction, such as the real estate agent or lender.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to non-affiliates as permitted by law for our everyday business purposes, such as to process your transactions and respond to legal and regulatory matters. We do not sell your personal information or share it for marketing purposes.

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

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

Questions about this notice and privacy policy may be sent to MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661 or [privacy@mlhc.com](mailto:privacy@mlhc.com).

## **Privacy Notice**

**Effective:** October 1, 2019

**Notice Last Updated:** January 1, 2021

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as "First American," "we," "us," or "our") collect, use, store, and share your information. This Privacy Notice applies to information we receive from you offline only, as well as from third parties, when you interact with us and/or use and access our services and products ("Products"). For more information about our privacy practices, including our online practices, please visit <https://www.firstam.com/privacy-policy/>. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

**What Type Of Information Do We Collect About You?** We collect a variety of categories of information about you. To learn more about the categories of information we collect, please visit <https://www.firstam.com/privacy-policy/>.

**How Do We Collect Your Information?** We collect your information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

**How Do We Use Your Information?** We may use your information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. To learn more about how we may use your information, please visit <https://www.firstam.com/privacy-policy/>.

**How Do We Share Your Information?** We do not sell your information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. To learn more about how we share your information, please visit <https://www.firstam.com/privacy-policy/>.

**How Do We Store and Protect Your Information?** The security of your information is important to us. That is why we take commercially reasonable steps to make sure your information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your information.

**How Long Do We Keep Your Information?** We keep your information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

**Your Choices** We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.

**International Jurisdictions:** Our Products are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

**Contact Us** [datapriva@firstam.com](mailto:datapriva@firstam.com) or toll free at 1-866-718-0097.

## **For California Residents**

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018 ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

**Right to Know.** You have a right to request that we disclose the following information to you: (1) the categories of **personal information** we have collected about or from you; (2) the categories of sources from which the **personal information** was collected; (3) the business or commercial purpose for such collection and/or disclosure; (4) the categories of third parties with whom we have shared your **personal information**; and (5) the specific pieces of your **personal information** we have collected. To submit a verified request for this information, go to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) to submit your request or by calling toll-free at 1-866-718-0097

**Right of Deletion.** You also have a right to request that we delete the **personal information** we have collected from and about you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) to submit your request or by calling toll-free at 1-866-718-0097.

**Verification Process.** For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

**Notice of Sale.** We do not sell California resident information, nor have we sold California resident information in the past 12 months. We have no actual knowledge of selling the information of minors under the age of 16.

**Right of Non-Discrimination.** You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

**Notice of Collection.** To learn more about the categories of **personal information** we have collected about California residents over the last 12 months, please see "What Information Do We Collect About You" in [https://www.firstam.com/privacy-policy](http://https://www.firstam.com/privacy-policy). To learn about the sources from which we have collected that information, the business and commercial purpose for its collection, and the categories of third parties with whom we have shared that information, please see "How Do We Collect Your Information", "How Do We Use Your Information", and "How Do We Share Your Information" in [https://www.firstam.com/privacy-policy](http://https://www.firstam.com/privacy-policy).

**Notice of Sale.** We have not sold the **personal information** of California residents in the past 12 months.

**Notice of Disclosure.** To learn more about the categories of **personal information** we may have disclosed about California residents in the past 12 months, please see "How Do We Use Your Information" and "How Do We Share Your Information" in [https://www.firstam.com/privacy-policy](http://https://www.firstam.com/privacy-policy).

## Teton County Wyoming MapServer



## **Affidavit of Acknowledgement and Acceptance of Final Plat**

KNOW ALL BY THESE PRESENTS:

Natalia D. Macker, Chair of the Teton County Board of Commissioners, a duly organized county of the State of Wyoming, does hereby depose and say:

1. that Teton County is the owner of real property according to that Warranty Deed recorded in the Office of the Clerk of Teton County, Wyoming as document number 992548 on June 18, 2020;
2. that I have examined a copy of the Plat of 445 East Kelly Avenue Addition to the Town of Jackson, being located within SE1/4NW1/4 of Section 34, Township 41N, Range 116 West, 6<sup>th</sup> P.M., Jackson, Teton County, Wyoming, dated \_\_\_\_\_, 2022, to be recorded in the Office of the Clerk of Teton County, Wyoming;
3. that I hereby consent to the subdivision as described in the Certificate of Surveyor and pursuant to the Certificate of Owner found on said plat; and
4. that I intend that my signature to and the recording of this Affidavit shall have the same force and effect as my signature to the Certificate of Owner as contained on said plat.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2022.

Teton County, a duly organized county  
of the State of Wyoming

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Natalia D. Macker, Chair, Teton County Board of County Commissioners

ATTEST:

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Maureen E. Murphy, County Clerk

STATE OF WYOMING      )  
                            )  
                            ) ss  
COUNTY OF TETON      )

The foregoing Affidavit of Acknowledgement and Acceptance of Final Plat was acknowledged before me by Natalia D. Macker as Chair of the Board of County Commissioners of Teton County, a duly organized county of the State of Wyoming, and Maureen E. Murphy as County Clerk for Teton County, a duly organized county of the State of Wyoming, who are each personally known to me or have each

established their identity and authority to be by reasonable proof, this \_\_\_\_ day of \_\_\_\_\_, 2022.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

DRAFT

## **Affidavit of Acknowledgement and Acceptance of Final Plat**

KNOW ALL BY THESE 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 Plat of 445 East Kelly Avenue Addition to the Town of Jackson, being located within SE1/4NW1/4 of Section 34, Township 41N, Range 116 West, 6<sup>th</sup> P.M., Jackson, Teton County, Wyoming, dated \_\_\_\_\_, 2022, to be recorded in the Office of the Clerk of Teton County, Wyoming;
3. that I hereby approve the subdivision as pursuant to the Certificate of Acceptance found on said plat; and
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 \_\_\_\_\_, 2022.

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

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Brian Lenz, Town Engineer

STATE OF WYOMING )

COUNTY OF TETON )

The foregoing Affidavit of Acknowledgement and Acceptance of Final Plat was acknowledged before me by Brian Lenz as Town Engineer for the Town of Jackson, a municipal corporation of the State of Wyoming, who is personally known to me or has established their identity and authority to me by reasonable proof, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Witness my hand and official seal.

---

Notary Public

## **Affidavit of Acknowledgement and Acceptance of Final Plat**

KNOW ALL BY THESE PRESENTS:

Hailey Morton Levinson, Mayor of the Town of Jackson, a municipal corporation of the State of Wyoming, does hereby depose and say:

1. that I am Hailey Morton Levinson, Mayor of the Town of Jackson;
2. that I have examined a copy of the Plat of 445 East Kelly Avenue Addition to the Town of Jackson, being located within SE1/4NW1/4 of Section 34, Township 41N, Range 116 West, 6<sup>th</sup> P.M., Jackson, Teton County, Wyoming, dated \_\_\_\_\_, 2022, to be recorded in the Office of the Clerk of Teton County, Wyoming;
3. that I hereby approve the subdivision as pursuant to the Certificate of Acceptance found on said plat; and
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 \_\_\_\_\_, 2022.

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

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Hailey Morton Levinson, Mayor

ATTEST:

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Riley Taylor, Town Clerk

STATE OF WYOMING      )  
                            )  
                            ) ss  
COUNTY OF TETON      )

The foregoing Affidavit of Acknowledgement and Acceptance of Final Plat was acknowledged before me by Hailey Morton Levinson as Mayor of the Town of Jackson, a municipal corporation of the State of Wyoming, and Riley Taylor as Town Clerk for the Town of Jackson, a municipal corporation of the State of Wyoming, who are each personally known to me or have each established their identity and authority to be by reasonable proof, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Witness my hand and official seal.

---

Notary Public

## **Affidavit of Acknowledgement and Acceptance of Final Plat**

KNOW ALL BY THESE 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 Plat of 445 East Kelly Avenue Addition to the Town of Jackson, being located within SE1/4NW1/4 of Section 34, Township 41N, Range 116 West, 6<sup>th</sup> P.M., Jackson, Teton County, Wyoming, dated \_\_\_\_\_, 2022, to be recorded in the Office of the Clerk of Teton County, Wyoming;
3. that I hereby approve the subdivision as pursuant to the Certificate of Acceptance found on said plat; and
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 \_\_\_\_\_, 2022.

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

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Paul Anthony, Director of Planning

STATE OF WYOMING )

COUNTY OF TETON )

The foregoing Affidavit of Acknowledgement and Acceptance of Final Plat was acknowledged before me by Paul Anthony as Director of Planning for the Town of Jackson, a municipal corporation of the State of Wyoming, who is personally known to me or has established their identity and authority to me by reasonable proof, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Witness my hand and official seal.

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Notary Public



## Jackson/Teton County Affordable Housing Department

Kristi Malone

Housing Supply Specialist

[kristi.malone@tetoncountywv.gov](mailto:kristi.malone@tetoncountywv.gov)

P: 307.732.8571

August 5, 2022

RE: Request for Waiver of Subdivision Improvements Performance Bond (P22-066)

Dear Brian,

Thank you for your coordination on Subdivision Improvements required for the six-lot subdivision at 445 East Kelly Avenue. This letter requests a waiver of the performance bond typically required to ensure completion of Subdivision Improvements in consideration of Teton County's jurisdictional relationship with the Town of Jackson and the performance bonding already necessary for construction work contracted with Teton County as a public entity.

Pursuant to Town of Jackson Resolution 21-08 Appendix A, the Town Council may reduce, defer or waive application fees for projects sponsored by a governmental entity. This plat application requests that this waiver policy also apply to the financial security typically collected as part of the Subdivisions Improvement Agreement approved at time of plat.

Additionally, Teton County, as a public entity, requires recipients of large contracts for work, such as this one, to provide a performance bond as part of the cost of work. The contractor selected to complete the Subdivision Improvements will be contractually required to provide and maintain a performance bond for the scope of work through completion and certification by the project engineer. This policy ensures any future townhome owner or occupant that necessary infrastructure is sufficiently completed. Teton County is responsible for consultant selection and funding of all infrastructure installation up to the footprints of the proposed townhomes and will retain ownership of the land in perpetuity. Our development partner, Habitat for Humanity, is responsible for vertical construction of the townhomes which will be constructed via Ground Lease with Teton County and individually sold as physical improvements to qualifying families. Upon completion of infrastructure improvements and construction of the first two townhome buildings, Lots 5 and 6 will be further subdivided via a Townhouse plat prior to sale and occupancy of individual homes. At that time a Homeowners Association will be created and draft Covenants, Conditions and Restrictions establishing maintenance responsibility for the shared infrastructure will be submitted for your review as part of the plat application.

As a contingency if this request is denied, I have attached a Subdivision Improvement Agreement drafted by populating the template you provided with information specific to this project.

Thank you for your consideration. Please contact me with any questions or need for further information.

Sincerely,

*Kristi Malone*

Kristi Malone

## SUBDIVISION IMPROVEMENT AGREEMENT

**THIS AGREEMENT** dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between Teton County, hereinafter collectively referred to as "Subdivider", and the TOWN OF JACKSON, a municipal corporation of the State of Wyoming, hereinafter referred to as the "Town", provides as follows:

### RECITALS

**WHEREAS**, Subdivider submitted a Development Plan for a six (6) Lot Subdivision, which was approved by Town Council on February 7, 2022 (P21-290) ("Development Plan") subject to execution of this Agreement and submission of a Final Plat after completion of a survey; and

**WHEREAS**, The Subdivider is required to construct certain improvements (the "Improvements"), which are set forth in Paragraph 3 below, as a condition of the approval of the final plat and associated Development Plan; and

**WHEREAS**, the Town of Jackson Land Development Regulations require that a Subdivision Improvement Agreement for public and private improvements be executed by the Subdivider and the Town and recorded in the Office of the Teton County Clerk and Recorder; and

**WHEREAS**, the Town Council approves of the terms and conditions of this Agreement for this Final Development Plan designated as the 445 East Kelly Avenue SUBDIVISION.

**NOW, THEREFORE, IT IS HEREBY AGREED** that for and in consideration of the aforesaid Recitals and good and valuable consideration, the receipt of which is hereby acknowledged, paid by each of the said parties to the other, Subdivider on its own behalf or any successor in interest or assign, and the Town do mutually covenant and agree as follows:

#### 1. SUBDIVIDER TO COMPLY:

Subdivider shall comply with all improvement requirements contained in Section 7.2.2.A.1.A. of the Town of Jackson Land Development Regulations, the Development Plan, and the conditions of the Town Council for this subdivision. Improvements shall be engineered, designed, constructed, and installed solely at Subdivider's own cost and expense except as noted below in Section 15 regarding over-sizing of utilities.

#### 2. DEVELOPMENT PLAN AND FINAL PLAT REQUIREMENTS INCORPORATED:

The conditions of the Town Council, as set forth in its approval of any required Development Plan and Plat, are hereby incorporated herein by reference as though fully set forth. Development and use of all land within the subdivision is limited to that conveyed by the Plat and the Land Development Regulations of the Town of Jackson, as they may be amended from time to time.

**3. APPROVED SUBDIVISION INFRASTRUCTURE IMPROVEMENT PLANS AND SPECIFICATIONS:**

The proposed Improvements required by this Agreement as designed by a professional engineer licensed in the State of Wyoming on behalf of the Subdivider, and as approved by the Town Engineer, are as set forth in Section 4, and as approved with the issued permit for the work in B22-0313. All improvement work required by Subdivider under this Agreement shall be in accordance with said permit plans and Town of Jackson Construction Standards.

No construction of the required Improvements shall commence until after approval of all design and construction drawings by appropriate grading permit.

**4. ESTIMATED COST OF SUBDIVISION INFRASTRUCTURE IMPROVEMENTS AND SECURITY THEREFORE:**

The list of improvements and the total cost of improvements required by this Agreement as estimated by a professional engineer licensed in the State of Wyoming or contractor on behalf of the Subdivider, and as approved by the Town Engineer, is shown in Exhibit A, attached below and referenced herein.

Subdivider shall deposit with the Town, prior to filing of the Final Plat, an irrevocable letter of credit, or performance and payment bond, or funds in escrow. Such security shall be in the amount of 125% (\$808,008.47) of the estimated Total cost of Improvements, as represented in Exhibit A herein and approved by the Town Engineer and Planning Director.

**5. ESTIMATED COST OF OTHER SUBDIVISION IMPROVEMENTS AND SECURITY THEREFORE:**

There is no Affordable Housing Obligation because lots created by this subdivision will be voluntarily deed restricted as Affordable Workforce Housing.

**6. UNDERGROUND ELECTRICAL POWER, TELEPHONE, TELEGRAPH, CABLE TELEVISION, AND GAS FACILITIES:**

All electrical power, telephone, cable television, and gas facilities within the subdivision shall be installed underground, except that (a) above-ground facilities necessary to serve underground facilities, (b) other installation of peripheral overhead electrical transmission and distribution feeder lines, or (c) other installation of either temporary or peripheral overhead communications, distance, trunk, or feeder lines may be allowed. Subdivider understands and agrees that any and all said facilities that are to be constructed within or under any street improvements shall be in place prior to the construction of the surface street improvements. Subdivider affirms that the public utility companies, including the cable television company franchised by the Town, providing the said services and facilities to and within the subdivision have been directly

consulted by Subdivider through its officers, agents, or employees and that Subdivider is informed as to the approximate cost to Subdivider of the provision and installation of said facilities and services underground and that the requirements for said facilities have been considered in the preparation of the Development Plan. Further, the Subdivider agrees to provide any and all easements necessary to accommodate aforementioned utilities.

**7. EXACTIONS:**

Subdivider shall pay exactions for the following purposes and in the following amounts to the Town prior to the filing of the Final Plat:

Parks Exactions:	\$10,800
School Exaction:	\$ 8,000
Affordable/Employee:	\$0

**8. TIME FOR COMPLETION:**

Subdivider agrees to install all Improvements as required and further agrees that all such work of Improvements shall be fully completed prior to occupancy of the first development on any lot or in accordance with an approved phased construction management plan, unless said time upon written request of Subdivider made to the Town Engineer is extended by the Town, which extension shall not be unreasonably withheld.

**9. WARRANTY:**

All work and Improvements required pursuant to this Agreement and the ordinances of the Town shall be subject to and shall carry a guarantee and warranty for all work and materials for a period of two (2) years from the date of the grading permit sign off by Town Engineering.

**10. LIABILITY:**

Subdivider agrees to carry insurance as required by the encroachment permits for the work.

**11. PERFORMANCE TESTING AND INSPECTION:**

Subdivider shall be required to obtain a Town approved, State of Wyoming licensed engineer to perform and/or monitor all testing required per the Town standards.

Subdivider shall be responsible for obtaining all required Town permitting and abiding by the conditions set forth within same. Subdivider shall be required to complete all construction work and necessary performance tests on installed infrastructure per the existing Town standards. Subdivider shall be responsible for the preparation of regular inspection reports and test results. This information shall be submitted to the Town Engineer. The Town shall have the right, but not the obligation, to be present at any and all such performance tests and to perform periodic

observation of any and all phases of construction. Subdivider shall notify the Public Works Department at least forty-eight (48) hours prior to the commencement of any performance test or any placement of asphalt pavement or concrete curb and gutter and shall provide placement for a representative of the Town to be present at the test or placement.

**12. RELEASE OF SECURITY:**

The proposed Improvements are private utilities and will be considered complete with final sign off of the appropriate building permit at which time the financial security shall be released.

Prior to final sign off the following shall be provided:

Record drawings shall be submitted electronically in Portable Document Format (PDF) with a corresponding AutoCAD compatible file depicting the Improvements and property boundaries, GIS files with metadata required by the Town Engineer, and in any other format reasonably deemed suitable by the Town Engineer; and

Certification. The following certification by the project engineer shall appear on the face of the record drawings:

**Records Plans Certificate**

These record plans were prepared under my direct supervision and control and are an accurate representation of the Improvements shown hereon as they were constructed. The Improvements as installed conform to the requirements of the Wyoming Department of Environmental Quality, the Wyoming Department of Transportation, the Town of Jackson, and other applicable agencies. Where the Improvements were constructed in a different manner, form, type, alignment, location, or material than as originally approved, they have been so noted.

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(Engineer's Signature)

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Date

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(Engineer's Name, Printed)

Wyoming P.E. No. \_\_\_\_\_

**13. DEVELOPMENT COORDINATION:**

The contact person representing the Town shall be the Town Engineer who shall have general responsibility for coordinating development of the Improvements required herein. Subdivider shall notify the Town Engineer when Improvements shall be installed. The Planning Director shall coordinate development exactions related to parks fees, school fees and affordable housing or construction of affordable housing.

**14. ACCEPTANCE:**

The proposed Improvements are private utilities and will be considered complete with final sign off of the appropriate issued permit. There is no public ownership or maintenance of the proposed Improvements.

**15. REIMBURSEMENT FOR INFRASTRUCTURE OVER-SIZING:**

There are no reimbursements for infrastructure over-sizing pertaining to this development.

**16. NOTICES:**

Any notice or communication required or permitted herein shall be given in writing and shall be personally delivered or sent by United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

Town:           Town of Jackson  
                 Attention: Town Clerk  
                 PO Box 1687  
                 Jackson, WY 83001

Subdivider:    Teton County  
                 Attention: Jackson/Teton County Housing Department  
                 PO Box 714  
                 Jackson, WY 83001

Either party upon written notification sent via United States Mail, return receipt requested, may change mailing addresses and contact information.

**17. BINDING EFFECT OF AGREEMENT AND MODIFICATIONS AND WAIVER:**

This Agreement shall run with the land included within the subdivision and shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. No modification of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement, and no waiver of the breach of the provisions of any section of this Agreement shall be construed as a waiver of any subsequent breach of the same section or any other sections which are contained herein.

**18. TITLE AND AUTHORITY:**

Subdivider warrants to the Town that it is the record owner of the Subject Property upon which the development shall be constructed or is acting in accordance with the authority of the owner. The undersigned further warrants having full power and authority to enter into this Agreement.

**19. SEVERABILITY:**

This Agreement is to be governed and construed according to the laws of the State of Wyoming. In the event that any provision of this Agreement is held to be in violation of Town, State or Federal laws and hereby rendered invalid or unenforceable as to any party or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

**20. INTEGRATION:**

The Parties intend this statement of their agreement, including the Recitals herein, to constitute the complete, exclusive, and fully integrated statement of their agreement. As such, it is the sole expression of their agreement, and they are not bound by any other agreements of whatsoever kind or nature.

**21. ADDITIONAL DOCUMENTS AND ACTS:**

Each party agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions, and conditions of this Subdivision Improvement Agreement and the transactions contemplated hereby.

**22. CONFLICT OF LAWS, JURISDICTION, CONSTRUCTION:**

This Agreement shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of Wyoming, without giving effect to the principles of conflict of laws thereof. The Parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent to the jurisdiction of, the courts of the County of Teton, State of Wyoming, or the United States District Court for the District of Wyoming. This Agreement was negotiated by both parties hereto and thus it shall not be construed against or in favor of any party by virtue of which party drafted it or any portion thereof.

**23. GOVERNMENTAL IMMUNITY:**

The Town of Jackson does not waive its governmental immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.

**TOWN OF JACKSON,**

**a municipal corporation  
of the State of Wyoming**

BY: Hailey Morton-Levinson, Mayor

ATTEST: Riley Taylor, Town Clerk

STATE OF WYOMING )  
 ) ss.  
COUNTY OF TETON )

The foregoing instrument was acknowledged before me by Hailey Morton-Levinson, as the Mayor of the Town of Jackson, and Riley Taylor, as the Town Clerk for the Town of Jackson, who are each personally known to me or has each established their identity and authority to me by reasonable proof, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Witness my hand and official seal.

My commission Expires:

## Notary Public

**APPROVED AS TO CONTENT:**

## SUBDIVIDER

By: \_\_\_\_\_

Natalia D. Macker

Its: Chair, Teton County Board of County Commissioners

STATE OF WYOMING )  
COUNTY OF TETON )  
ss.

The foregoing instrument was acknowledged before me by Natalia D. Macker as Chair of the Teton County Board of County Commissioners this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Witness my hand and official seal.

## Notary Public

My commission Expires:

Witness my hand and official seal.

Notary Public

Commission Expires:

**DRAFT**

## EXHIBIT A:

# FC EXCAVATION

<b>To:</b>	Habitat for Humanity	<b>Contact:</b>	
<b>Address:</b>	Jackson	<b>Phone:</b>	734-0828
<b>Project Name:</b>	Habitat - Brown Property	<b>Fax:</b>	734-4463
<b>Project Location:</b>		<b>Bid Number:</b>	
<b>Item #</b>	<b>Item Description</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>
100	Mobilization	1.00	LS
110	Demolition Existing Bridge	13.00	TON
200	Clear And Grub Parking Area	10,240.00	SF
300	Erosion Control Small	200.00	LF
400	Rough-in Parking Lot	9,451.00	SF
1010	Sewer Service TOJ	327.00	LF
1100	Fire Suppression Service	0.00	LF
1100	Water Service Based Off Of C1.2	440.00	LF
1200	Dry Utility Trenching (no Detail)	674.00	LF
1400	Driveway - Fine Grade	9,550.00	SF
1410	Curb And Gutter	500.00	LF
1410	Curb Prep	500.00	LF
1500	Site Grading - Large	1.00	LS
1500	Site Grading For Ditch Diversion On The East Side Of The Lot	1.00	LS
1600	Asphalt Paving	191.00	TON
1700	Back Patio Prep	641.00	SF
1700	Sidewalk/Hardscape Prep	4,992.00	SF
1700	Concrete Sidewalks And Back Paitos - Form, Place And Finish	4,992.00	SF
1700	Trash Enclosure Prep	90.00	SF
1800	Creek Diversion System	250.00	LF
1800	Storm Water System	400.00	LF
1855	Place Boulders In Ditch	70.00	LF
2300	Haul Off Allowance	692.00	TON

**Total Bid Price:** **\$646,406.78**

**Notes:**

- The above estimate does not include survey, permits, testing, fees and/or bonding
- Winter Conditions will be performed on T&M basis
- Clear and Grub material is priced to haul off
- Crawlspace Vapor barrier is excluded
- Pricing is based off of Y2 drawings dated 3/4/2022
- Tree removal and stump removal by others
- Water service price on bringing one main line into each building and services will split inside crawl space.
- Underground electrical conduit is excluded

**ACCEPTED:**

The above prices, specifications and conditions are satisfactory and hereby accepted.

**Buyer:** \_\_\_\_\_**Signature:** \_\_\_\_\_**Date of Acceptance:** \_\_\_\_\_**CONFIRMED:****FC Excavation****Authorized Signature:** \_\_\_\_\_**Estimator:** Estimator