



# TOWN OF JACKSON PLANNING & BUILDING DEPARTMENT

## TRANSMITTAL MEMO

### Town of Jackson

- ☒ Public Works/Engineering
- ☐ Building
- ☐ Title Company
- ☒ Town Attorney
- ☐ Police

### Joint Town/County

- ☐ Parks and Recreation
- ☐ Pathways
- ☐ Housing Department

### Teton County

- ☐ Planning Division

- ☐ Engineer
- ☐ Surveyor- *Nelson*
- ☐ Assessor
- ☒ Clerk and Recorder
- ☐ Road and Levee

### State of Wyoming

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

### Federal Agencies

- ☐ Army Corp of Engineers

### Utility Providers

- ☐ Qwest
- ☐ Lower Valley Energy
- ☐ Bresnan Communications

### Special Districts

- ☐ START
- ☐ Jackson Hole Fire/EMS
- ☐ Irrigation Company

Date: September 28, 2022	<b>REQUESTS:</b>  The applicant is re-submitting a request for a partial vacation from a plat for the properties located at 75 & 85 McKean Dr., legally known as LOT 4, ASHLEY NOWLIN ADDITION and LOT 5, ASHLEY NOWLIN ADDITION PIDNs: 22-41-16-34-1-89-004 and 22-41-16-34-1-89-005  For questions, please call Katelyn Page at 733-0440, x1302 or email to the address shown below. Thank you.
Item #: P22-167 revised	
Planner: Katelyn Page  Phone: 733-0440 ext. 1302  Email: <a href="mailto:kpape@jacksonwy.gov">kpape@jacksonwy.gov</a>	
<b>Owner:</b> Mark & McKean Knowlin PO Box 2512 Jackson, WY 83001  <b>Applicant:</b> Nelson Engineering PO BOX 1599 Jackson, WY 83001	
<b>Please respond by: October 12, 2022 (with Comments)</b>	

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

SK/21-539-01

September 27, 2022

Town of Jackson  
P.O. Box 1687  
150 E. Pearl Ave.  
Jackson, WY 83001-1687

ATTN: Planner

RE: Lot 4 and Lot 5, Ashley Nowlin Addition–No Map

Dear Katelyn:

We wish to proceed with the Partial Vacation. Attached are the submittal materials for the partial vacation of a plat, some of which were previously submitted. The Partial Vacation Instrument has been updated and the Easement document. The purpose of this Partial Vacation is to formally vacate the Fire Turn Around Easement and the setbacks located within Lot 4, Lot 5, and Lot 6 of Ashley Nowlin Addition to the Town of Jackson, Plat No. 1172.

Included in the submittal is:

1. Planning Permit Application for Final Plat
2. Fees have been Paid
3. Letter of Authorization, previously submitted
4. Final Plat Narrative and Findings
5. Title Report
6. Partial Vacation of Plat Instrument
7. Easement document
8. Response to reviews.

Please do not hesitate to contact me at [skarichner@nelsonengineering.net](mailto:skarichner@nelsonengineering.net) or 733-2087 if you have any questions with this submittal, or Taylor Cook at [tcook@nelsonengineering.net](mailto:tcook@nelsonengineering.net).

Sincerely,



Sue Karichner

Encl.



SK/21-458-01

September 27, 2022

Town of Jackson  
Planning Department  
P.O. Box 1687  
Jackson, WY 83001

ATTN: Katelyn Page, Associate Planner

RE: Partial Vacation Ashley Nowlin

Dear Katelyn;

In response to the comments of the **County Surveyor**, I make the following remarks:

1. This comment is in regards to the Amended Plat an is not applicable to the partial vacation.
1. This comment is in regards to the Amended Plat an is not applicable to the partial vacation.
2. This comment is in regards to the Amended Plat an is not applicable to the partial vacation.
3. The fire turn around is defined in Book 628, page 1161, as the plat did not define its location. The location is shown correctly per Book 628, although not necessary for this vacation.
4. This comment is in regards to the Amended Plat an is not applicable to the partial vacation.
5. This comment is in regards to the Amended Plat an is not applicable to the partial vacation.
6. This comment is in regards to the Amended Plat an is not applicable to the partial vacation.
7. This comment is in regards to the Amended Plat an is not applicable to the partial vacation.

In response to the comments of the **Title Company**, I make the following remarks:

Recommendations:

1. These comments are all in regards to the Amended Plat and are not applicable to the partial vacation.  
There is a new document being filed for the new location of the fire turn-around and other easements, that is attached for review.

I believe this address all the comments and requirements applicable to the approval and filing of the accompanying plat. Please call me if you have any questions or concerns.

Sincerely,



Sue Karichner

LR

Encl



**PLANNING PERMIT APPLICATION**  
**Planning & Building Department**

150 E Pearl Ave. | ph: (307) 733-0440  
P.O. Box 1687 | [www.townofjackson.com](http://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/200/Planning](http://www.townofjackson/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](http://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](http://www.townofjackson.com/200/Planning) and select the relevant application type for submittal requirements.

Have you attached the following?

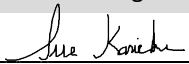
\_\_\_\_\_ **Application Fee.** Fees are cumulative. Go to [www.townofjackson.com/200/Planning](http://www.townofjackson.com/200/Planning) and select the relevant application type for the fees.

\_\_\_\_\_ **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](http://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



## **Commitment for Title Insurance**

Issued by

**First American Title Insurance Company**

subject to conditions and  
stipulations as set forth herein

**Thank you for choosing**

**Wyoming Title & Escrow, Inc.**

**As Your Title Company**

**Contact Information:**

1110 Maple Way Suite A  
P.O. Box 4429  
Jackson, WY 83001  
Phone: (307)732-2983  
Fax: (307)732-0200

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Wyoming Title & Escrow, Inc.  
Policy Issuing Agent for First American Title Insurance Company



Escrow Number: W-27029

## WIRE FRAUD ADVISORY

Parties to a real estate transaction are often targets for wire fraud and financial confidence schemes, unfortunately with many losing tens or hundreds of thousands of dollars because they relied (without verification) on “revised” or “new” wire instructions appearing to come from a trusted party to the transaction.

**IF YOU INTEND TO WIRE FUNDS IN CONJUNCTION WITH THIS REAL ESTATE TRANSACTION, WE STRONGLY RECOMMEND THAT YOU VERBALLY VERIFY THOSE INSTRUCTIONS THROUGH A KNOWN, TRUSTED PHONE NUMBER PRIOR TO SENDING FUNDS.**

In addition, the following self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **DO NOT RELY** on emails purporting to change wire instructions. Wyoming Title & Escrow, Inc. will never change its wire instructions in the course of a transaction. If you receive a random or unsolicited email from anyone requesting funds to be wired, and attaching “new,” “alternate,” “updated,” “revised” and/or “different” wire instructions, contact your escrow officer immediately (at a verifiable number in the manner noted below) and before wiring any money.
- **VERIFY** the wire instructions you do receive by calling the party who sent the instructions to you. However, **DO NOT** use the phone number provided in the email containing the instructions, and **DO NOT** send a reply email to verify, since the email address may be incorrect, fraudulent or being intercepted by the fraudster. Rather, use phone numbers you have called before and/or can independently verify through other sources (company website or internet search).
- **USE COMPLEX PASSWORDS** that are at least ten (10) characters long and contain a combination of mixed case, numbers, and symbols. You should also change your password often and not reuse the same password for other online accounts.
- **ENABLE MULTI-FACTOR AUTHENTICATION** for all email accounts. Your email provider may have specific instructions on how to implement this feature.
- **CHECK FOR AUTO-FORWARDING** on your email account and disable it. This is one of the most “silent” ways a fraudster can monitor your email account because every email that comes in is automatically forwarded to them, even if you change your password.

This Notice is not intended to provide legal or professional advice, nor is it an exclusive list of self-protection strategies. Customers are encouraged to always be aware of such schemes, and to contact their escrow officer if ever in doubt.

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Wyoming Title & Escrow, Inc.  
Policy Issuing Agent for First American Title Insurance Company



# Wyoming Title & Escrow, Inc.

## COMMITMENT

Commitment Issued By:

Order Number: W-27029

### Wyoming Title & Escrow, Inc.

1110 Maple Way Suite A, P.O. Box 4429  
P.O. Box 4429  
Jackson, WY 83001

Escrow Officer: Martha Gray McKinney  
Phone: (307)732-2983  
Fax: (307)732-0200  
Escrow Officer Email: marthagr@wyomingtitle.com  
Email Loan Docs To: 12101edocs@wyomingtitle.com

Customer Reference: **Nowlin Trust to Evans**

Property Address: 75 McKean Drive, Jackson, WY 83001

Title Officer: Molly Thorn  
Title Officer Email: molly@wyomingtitle.com

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### EXPLANATION OF CHARGES

2006 ALTA Standard Owners Policy (Includes \$1344.00 Discount)	\$1,344.00
E-Recording Service Fee	\$8.50
Estimate of Charges	\$1,352.50

**\* Recording Fees in Teton County are \$12 for the first page and \$3 for every page thereafter \***

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Wyoming Title & Escrow, Inc.  
Policy Issuing Agent for First American Title Insurance Company



In an effort to assure that your transaction goes smoothly, please review the following checklist and contact your escrow officer or title officer if you answer "Yes" to any of the following questions:

- **Will you be using a Power of Attorney?**
- **Are any of the parties in title incapacitated or deceased?**
- **Has a change in marital status occurred for any of the Principals?**
- **Will the property be transferred into a trust, partnership, corporation or limited liability company?**
- **Has there been any construction on the property in the last 6 months?**

**Remember, all parties signing documents must have a driver's license or other valid photo ID. It is recommended that all documents be signed in blue ink.**

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## ALTA Commitment for Title Insurance

Issued by First American Title Insurance Company

### NOTICE

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

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

### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First American Title Insurance Company (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Issued By:  
Wyoming Title & Escrow, Inc.  
1110 Maple Way Suite A  
P.O. Box 4429  
Jackson, WY 83001  
Agent ID: 11163052

  
\_\_\_\_\_  
Authorized Countersignature

### **First American Title Insurance Company**



Dennis J. Gilmore, President



Greg L. Smith, Secretary

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

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

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

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

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

### 4. COMPANY'S RIGHT TO AMEND

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

### 5. LIMITATIONS OF LIABILITY

- (a) The company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I – Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II – Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.

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(f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I – Requirements have been met to the satisfaction of the Company.

(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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

(a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

(b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.

(c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

(d) The deletion or modification of any Schedule B, Part II – Exceptions does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

(e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.

(f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

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

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies.

The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

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

**9. ARBITRATION**

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

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**NOTICE  
FEDERAL FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980 (FIRPTA)**

Upon the sale of United States real property, by a non-resident alien, foreign corporation, partnership or trust, the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA), and as revised by the Tax Reform Act of 1984 (26 USCA 897 (C)(1)(A)(1) and 26 USCA 1445), Revised by the Path Act of 2015, These changes may be reviewed in full in H.R. 2029, now known as Public Law 114-113. See Section 324 of the law for the full text of FIRPTA changes. Effective February 27, 2016, the amendments to FIRPTA contained in the PATH Act have increased the holdback rate from 10% of gross proceeds to 15% of gross proceeds of the sale, regardless of whether the actual tax due may exceed (or be less than) the amount withheld if ANY of the following conditions are met:

1. If the amount realized (generally the sales price) is \$300,000 or less, and the property will be used by the Transferee as a residence (as provided for in the current regulations), no monies need be withheld or remitted to the IRS.
  2. If the amount realized exceeds \$300,000 but does not exceed \$1,000,000, and the property will be used by the Transferee as a residence, (as provided for in the current regulations) then the withholding rate is 10% on the full amount realized (generally the sales prices)
  3. If the amount realized exceeds \$1,000,000, then the withholding rate is 15% on the entire amount, regardless of use by the Transferee. The exemption for personal use as a residence does not apply in this scenario.
- If the purchaser who is required to withhold income tax from the seller fails to do so, the purchaser is subject to fines and penalties as provided under Internal Revenue Code Section 1445.

Escrow Holder will, upon written instructions from the purchaser, withhold Federal Income Tax from the seller and will deposit said tax with the Internal Revenue Service, together with IRS Forms 8288 and 8288-A. The fee charged for this service is \$25.00 payable to the escrow holder.

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**COMMITMENT - SCHEDULE A**

1. Effective Date: January 7, 2022 at 7:30AM

Policy or Policies to be Issued:	Liability	Premium
<b>2006 ALTA Standard Owners Policy</b>	<b>\$1,050,000.00</b>	<b>\$1,344.00</b>
<b>PROPOSED INSURED:</b>		

**Thomas J. Evans**

3. The interest in the land described or referred to in this Commitment and covered herein is:

**Fee Simple**

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

**Mark Nowlin, Trustee, and on behalf of his successors in trust under the Mark Nowlin Revocable Trust, U/A/D June 6, 2006, and any amendments thereto**

5. The land referred to in this Commitment is described as follows:

**See Exhibit "A" Attached For Legal Description**

**Inquiries should be directed to:**

Wyoming Title & Escrow, Inc.  
1110 Maple Way Suite A  
P.O. Box 4429  
Jackson, WY 83001

Escrow Officer: Martha Gray McKinney  
Title Officer: Molly Thorn  
Phone: (307)732-2983  
Fax: (307)732-0200

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**Exhibit "A"**  
**Legal Description**

Lot 4 of the Ashley Nowlin Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on February 22, 2006, as Plat Number 1172.

PIDN: 22-41-16-34-1-89-004

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## **SCHEDULE B - Part I REQUIREMENTS**

The following requirements must be met and completed to the satisfaction of the Company before its Policy of Title Insurance will be issued:

1. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.
2. Pay the agreed amounts for the interest in the Land and/or the mortgage to be insured.
3. Pay Wyoming Title & Escrow the premiums, fees and charges for the policy.
4. You must tell us in writing the name(s) of anyone not referred to in this commitment who will get an interest in the Land or who will make a loan on the Land. We may then make additional requirements or exceptions.
5. Pay all taxes, charges and assessments levied and assessed against the subject premises which are due and payable.
6. Warranty Deed executed by Mark Nowlin, Trustee, and on behalf of his successors in trust under the Mark Nowlin Revocable Trust, U/A/D June 6, 2006, and any amendments thereto, vesting fee simple title to the subject property in Thomas J. Evans.

**Note:**

- 1) A Statement of Consideration is required with each transfer of title in the State of Wyoming per Wyoming Statute 34-1-142.
- 2) All Grantors must cite marital status and their spouses, if any, must join in the execution of the deed(s) for the purpose of waiving any homestead rights they may have.
7. Terms, provisions and conditions of that certain trust agreement referred to in the SELLER vesting herein. We will require a complete, signed and notarized trust certification. If trustee is deceased, incompetent or has resigned, both a trust certification, signed by successor trustee and copies of the entire trust, including any amendments, must be submitted for review prior to closing.
8. We find no open mortgages of record. Escrow please confirm before closing and provide free and clear affidavit.

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I- Requirements; and Schedule B, Part II – Exceptions.*

## **SCHEDULE B - Part II EXCEPTIONS**

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

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 others as to that portion of the herein described property lying within McKean Drive.
  - 10. Assessments for the Ashley Nowlin Addition Homeowner's Association, if any, which are excluded from the coverage afforded hereby.
  - 11. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as shown in a document recorded June 26, 1986, as (book) 178 (page) 805, Official Records:

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II – Exceptions.*

Purpose: 24 FOOT EASEMENT FOR ROAD AND UTILITIES ALONG THE EAST BOUNDARY  
[B178P805](#)

12. The terms, conditions and provisions as contained in the Agreement entitled "Driveway access and utilities easement agreement," by and between William C. Newton, Trustee and Mark Nowlin, Susan Nowlin and McKean Nowlin, dated February 14, 2006, recorded February 14, 2006, as (book) 617 (page) 881, Official Records.  
[B617P881](#)
13. All matters as delineated on the Official Plat of Ashley Nowlin Addition to the Town of Jackson, on file and of record with the Teton County Clerk, Official Records of Teton County, State of Wyoming, Plat No. 1172.  
[Plat 1172](#)
- Terms and Conditions contained in an affidavit, recorded June 12, 2006, as (book) 628 (page) 1161, Official Records.  
[B628P1161](#)
14. Terms, provisions, covenants, conditions, restrictions and easements, provided in the Declaration of Covenants, Conditions and Restrictions for the Ashley Nowlin Addition to the Town of Jackson, but omitting covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, in document recorded April 10, 2006, as (book) 622 (page) 928, Official Records.  
[B622P928](#)
- Contains: Homeowners association charges, assessments and liens.
- Amended and Restated Declaration of Covenants, Conditions and Restrictions recorded February 14, 2007, as (book) 653 (page) 335, Official Records.  
[B653P335](#)
15. An easement over said land for electric distribution circuits and incidental purposes, as granted to Lower Valley Energy, Inc., recorded September 15, 2006, as (book) 638 (page) 128, Official Records.  
[B638P128](#)

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

\*\*\* INFORMATIONAL NOTES:

The policy to be issued contains an arbitration clause. All arbitrable matters when the amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at [~www.alta.org~](http://www.alta.org).

If the proposed insured under the policy to issue has any questions concerning the coverage or exclusions from coverage, the Company will be pleased to provide an explanation. Please contact the title officer named on Schedule A of this commitment.

Address: 75 McKean Drive, Jackson, WY 83001

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Wyoming Title & Escrow, Inc.  
Policy Issuing Agent for First American Title Insurance Company

IMPORTANT NOTICE- ACCEPTABLE TYPES OF FUNDS

Any funds deposited for the closing must be deposited into the escrow depository and cleared prior to disbursement.

IMPORTANT NOTE: PLEASE BE ADVISED THAT ESCROW HOLDER DOES NOT ACCEPT CASH, MONEY ORDERS, ACH TRANSFERS OR ANY FOREIGN CHECKS.

PLEASE CONTACT ESCROW REGARDING QUESTIONS ON TYPE OF FUNDS REQUIRED IN ORDER TO FACILITATE THE PROMPT CLOSING OF THIS TRANSACTION.

The Teton County Clerk has requested that the following PIN number be included in all recorded instruments for the subject property:

PIDN: 22-41-16-34-1-89-004

\*\*\* CHAIN OF TITLE REPORT

According to the public records, no documents conveying the property described in this report have been recorded within a period of 24 months prior to the date of this report, except as shown herein: NONE

TAX NOTE:

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

Tax ID No. OJ-006602.

1st Installment:       \$1,879.68   PAID

2nd Installment:       \$1,879.68   PAID



MOTHER LODE HOLDING COMPANY

**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** [dataprivacy@firstam.com](mailto:dataprivacy@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>. 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>.

**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>.





***First American Title™***

## Condition of Title Guarantee

ISSUED BY

**First American Title Insurance Company**

# Guarantee

GUARANTEE NUMBER

**50036956-0001011e**

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***

Dennis J. Gilmore, President

Greg L. Smith, Secretary

For Reference:

**File #: W-27586**

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 Guaranties 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 State 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-27586  
Guarantee No.: 50036956-0001011e  
Date of Guarantee: April 8, 2022 at 9:28AM  
Amount of Liability: \$200.00  
Premium: \$250.00

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1. Name of Assured:

**Mark Nowlin and Mckean Nowlin**

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:

**Mark Nowlin, a married man and Mckean Nowlin, a single woman, as tenants in common**

- 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 and subsequent years, a lien in the process of assessment, not yet due or payable.
- 9. Assessments for the Ashley Nowlin Addition Homeowner's Association, if any, which are excluded from the coverage afforded hereby.
- 10. Easement disclosed by deed and conditions contained therein, in favor of Daniel Nowlin and Mary Anne Nowlin, husband and wife, recorded June 26, 1986, as (instrument) 266258 (book) 178 (page) 805, Official Records.  
[B178P805](#)

11. Easement disclosed by deed and conditions contained therein, in favor of Mark Nowlin and Susan Nowlin, husband and wife, recorded June 26, 1986, as (instrument) 266259 (book) 178 (page) 806, Official Records.  
[B178P806](#)
12. All matters as set out on that Map of survey recorded January 15, 1988, as (instrument) D-19-A, Official Records.  
[D19A](#)
13. An agreement by and between William C. Newton, Trustee and Mark Nowlin, Susan Nowlin and McKean Nowlin, setting forth terms, recorded February 14, 2006, as (instrument) 669938 (book) 617 (page) 881, Official Records.  
[B617P881](#)
14. All matters as delineated on the Official Plat of Ashley Nowlin Addition to the Town of Jackson, on file and of record with the Teton County Clerk, Official Records of Teton County, State of Wyoming, Plat No. 1172.  
[Plat 1172](#)  
  
Affidavit affecting title to correct a scrivener's error on Plat 1172, recorded June 12, 2006, as (instrument) 677844 (book) 628 (page) 1161 Official Records.  
[B628P1161](#)
15. Terms, provisions, covenants, conditions, restrictions and easements, provided in the Covenants, Conditions and Restrictions, but omitting covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, in document recorded April 10, 2006, as (instrument) 673032 (book) 622 (page) 928, Official Records.  
[B622P928](#)  
  
Contains: Homeowners association charges, assessments and liens.  
  
Said Covenants, Conditions and Restrictions were modified in part by instrument recorded February 14, 2007, as (instrument) 695785 (book) 653 (page) 335, Official Records.  
[B653P335](#)
16. An easement over said land for electric distribution circuits and incidental purposes, as granted to Lower Valley Energy, recorded September 15, 2006, as (instrument) 685140 (book) 638 (page) 129, Official Records.  
[B638P129](#)
17. A Mortgage to secure an indebtedness in the amount of \$558,200.00, and any other obligations secured thereby, dated August 8, 2017, recorded August 16, 2017, as (instrument) 933813 , Official Records.

Mortgagor: McKean Nowlin, a married woman and Mark Nowlin, an unmarried man  
Mortgagee: Mortgage Electronic Registration Systems, Inc. ("MERS") acting solely as nominee for Quicken Loans, Inc.  
MIN No.: 100039033811709207

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

## EXHIBIT "A" – LEGAL DESCRIPTION

Lots 5 and 6 of the Ashley Nowlin Addition to the Town of Jackson, Teton County, Wyoming according to that Plat recorded in the Office of the Teton County Clerk on February 22, 2006, as Plat No. 1172.

PIDN: 22-41-16-34-1-89-005, 22-41-16-34-1-89-006

• \*\*\*\*\* **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:

85 McKean Drive, Jackson, WY 83001  
105 McKean Drive, 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.



**MOTHER LODGE HOLDING COMPANY**

**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** [dataprivacy@firstam.com](mailto:dataprivacy@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>. 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>.

**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>.







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: 12/30/21

# 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

McKean Nowlin

Being duly sworn, deposes and says that McKean Nowlin is the owner in fee of the premises located at:  
Name of property owner as listed on deed

Address of Premises: 85 McKean Drive

Legal Description: Lot 5 Ashley Nowlin Addition to the Town of Jackson, Plat No. 1172

Please attach additional sheet for additional addresses and legal descriptions

And, that the person named as follows: Name of Applicant/agent: 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 is 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) \_\_\_\_\_

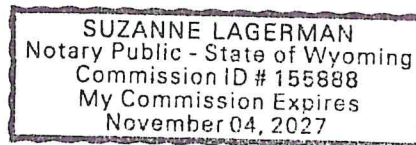
Under penalty of perjury, the undersigned swears that the foregoing is true and, if signing on behalf of a corporation, partnership, limited liability company or other entity, the undersigned swears that this authorization is given with the appropriate approval of such entity, if required.

Mark Nowlin POA for McKean Nowlin

Property Owner Signature

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 Mark Nowlin POA for McKean Nowlin this 30<sup>th</sup> day of December 2021. WITNESS my hand and official seal.

Notary Public

My commission expires: 11/4/2027



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: 12/30/21

# 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

Mark Nowlin and Mark Nowlin as Trustee of the Mark Nowlin Revocable Trust U/A/D June 6, 20

Being duly sworn, deposes and says that Mark Nowlin is the owner in fee of the premises located at:  
Name of property owner as listed on deed

Address of Premises: 75 and 85 McKean Drive

Legal Description: Lot 4 and Lot 5 Ashley Nowlin Addition to the Town of Jackson, Plat no. 1172

Please attach additional sheet for additional addresses and legal descriptions

And, that the person named as follows: Name of Applicant/agent: 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 is 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) \_\_\_\_\_

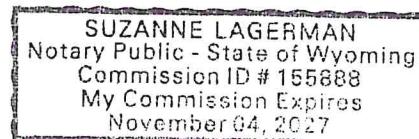
Under penalty of perjury, the undersigned swears that the foregoing is true and, if signing on behalf of a corporation, partnership, limited liability company or other entity, the undersigned swears that this authorization is given with the appropriate approval of such entity, if required.

Mark Nowlin

Property Owner Signature

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 Mark Nowlin this 30th  
day of December, 2021. WITNESS my hand and official seal.

[Signature]  
Notary Public

My commission expires: 11/4/2027

# QUITCLAIM DEED

RELEASED	
INDEXED	<input checked="" type="checkbox"/>
ABSTRACTED	<input checked="" type="checkbox"/>
SCANNED	<input checked="" type="checkbox"/>

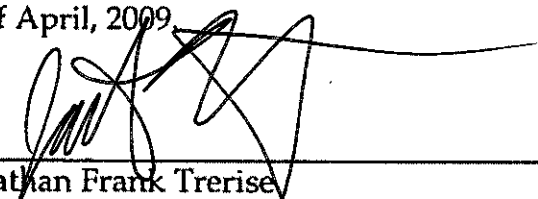
Jonathan Frank Trerise, a married man and spouse of McKean Nowlin, GRANTOR of Teton County, State of Wyoming, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, in hand paid, receipt of which is hereby acknowledged, CONVEYS AND QUITCLAIMS to McKean Nowlin, a married woman as her sole and separate property, and Mark Nowlin, an unmarried man, who acquired title as a married man, as tenants in common, GRANTEES, whose address is Post Office Box 2152, Jackson, Wyoming 83001, the following described real estate, situated in the County of Teton, State of Wyoming, hereby waiving and releasing all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit:

Lot 5 & 6 of the Ashley Nowlin Addition to the Town of Jackson according to that plat recorded in the Office of the Teton County Clerk on February 22, 2006 as Plat No. 1172.

PIN #: 21-41-16-34-1-89-005  
21-41-16-34-1-89-006

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

WITNESS my hand this 16<sup>TH</sup> day of April, 2009

  
\_\_\_\_\_  
Jonathan Frank Trerise

**SIGN HERE**

STATE OF FLORIDA )  
COUNTY OF DADE )

The foregoing instrument was acknowledged before me by Jonathan Frank Trerise, this 16 day of April, 2009.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 7/24/2012

Law Office of:  
Hess Coleman & D'Amore, LLC  
Post Office Box 449  
30 East Simpson Street  
Jackson, Wyoming 83001  
307-733-7881



GRANTOR: TRERISE, JONATHAN FRANK  
GRANTEE: NOWLIN, MC KEAN ET AL  
Doc 0750496 bk 726 pg 829-829 Filed At 15:49 ON 04/24/09  
Sherry L. Daigle Teton County Clerk fees: 8.00  
By Michele Fairhurst Deputy

## Quitclaim Deed

RELEASED	
INDEXED	
ABSTRACTED	
SCANNED	

Know all persons by these presents that Susan Nowlin, an unmarried woman of PO Box 2766, Jackson, Wyoming 83001 (the "Grantor"), for ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey and quitclaim unto Mark Nowlin, Trustee, and on behalf of his successors in trust under the Mark Nowlin Revocable Trust, U/A/D June 6, 2006, and any amendments thereto, of PO Box 2512, Jackson, Wyoming 83001 (the "Grantee"), all of the Grantor's interests in and to the following described real property situated in Teton County, Wyoming, to wit:

Lot 4 of the Ashley Nowlin Addition to the Town of Jackson, according to that plat recorded in the Office of the Teton County Clerk on February, 22, 2006, as Plat Number 1172.

PIN: 22-41-16-34-1-89-004.

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

Furthermore, know all persons by these presents that the Grantor hereby waives and releases any and all rights arising under or by virtue of the Homestead laws of the State of Wyoming.

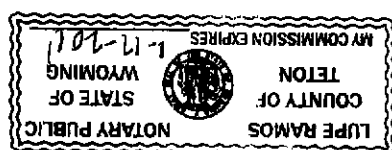
Dated this 22 day of ~~June~~ <sup>May</sup>, 2007.

Susan Nowlin  
Susan Nowlin, Grantor

STATE OF WYOMING       }  
  ss.  
County of Teton        }

The foregoing Quitclaim Deed was acknowledged before me by Susan Nowlin, Grantor, on this 22 day of ~~June~~ <sup>May</sup>, 2007.

Witness my hand and official seal.



[Signature]  
Notary Public for the State of Wyoming  
My Commission Expires: 1-17-2011

Grantor: NOWLIN, SUSAN  
Grantee: NOWLIN, MARK TRUSTEE  
Doc 0702814 bk 664 pg 541-541 Filed at 3:23 on 05/22/07  
Sherry L Daigle, Teton County Clerk fees: 8.00  
By MICHELE E. FAIRHURST Deputy



## Partial Vacation without Replat

Lot 4, Lot 5 and Lot 6 of Ashley Nowlin Addition to the Town of Jackson, Plat No. 1172

June 29, 2022

### Project Narrative:

Mark Nowlin as owners of Lot 4 and Mark Nowlin and McKean Nowlin owners of Lot 5 and Lot 6, of Ashley Nowlin Addition to the Town of Jackson, Plat No. 1172, wish to vacate the Fire Turn Around Easement located on Lot 4 and Lot 5 and the setbacks on Lots 4, 5 and 6 of Ashley Nowlin Addition to the Town of Jackson, Plat No. 1172

A new fire turn around easement located on Lot 5 and Lot 6 and a 5 foot landscape easement, a 25 foot access easement, and a 30 foot utility easement, located on Lot 6 has been created and shall be filed in the Office of the Clerk of Teton County after the Town of Jackson reviews.

### Findings for Approval per Section 8.5.3 – Final Plat

1. *Is in substantial conformance with an approved development plan or development option plan or is a condominium or townhouse subdivision of existing physical development*-This finding can be made. This application is for a partial vacation of a Plat. It is a matter of procedure that the application be processed for a Final Plat with no plat map.
2. *Complies with the standards of this Section* – This finding can be made. This application, final plat and accompanying materials complies with standards of Section 8.5.3.
3. *Complies with subdivision standards of Division 7.2*- This finding can be made. This application seeks to vacate the existing fire turn around easement. No physical subdivision of land or subdivision improvements are proposed, and the application is not a condominium or townhouse subdivision.
4. *The application complies with all other relevant standards of these LDRs and other County Resolutions* – This finding can be made. This Final Plat application is submitted in accordance with standards of Section 8.2.13.C.5.d-Subdivision Plat Amendment/Partial Vacation without Replat/ Lot Combination: This is for a vacation of an existing easement of a Fire Turn Around. A new fire truck turn around and extension to McKean Drive easement has been created and shall be filed with the Office of the Teton County Clerk. All standards have been adequately addressed or met with this application.

## PARTIAL VACATION WITHOUT REPLAT

**WHEREAS**, on \_\_\_\_\_, the Town of Jackson City Council met to consider a request to vacate the fire turn-around located on Lot 4, and Lot 5 and the setbacks shown on Lot 4, Lot 5 and Lot 6, of Ashley Nowlin Addition to the Town of Jackson, Plat No. 1172, as recorded in the Office of the Teton Clerk, Wyoming, on February 22, 2006, having a State Parcel ID Number 22-41-16-34-1-89-004, 22-41-16-34-1-89-005 and 22-41-16-34-1-89-006, as shown on attached **Exhibit A**.

**WHEREAS**, having determined that the proposed easement vacation and setback vacation does not abridge or destroy any of the rights and privileges of the other proprietors in said plat, the proposed vacation was approved by the Town Council.

**Now, Therefore,** the Chair of the Town of Jackson City Council hereby respectfully requests that the Teton County Clerk write, “vacated,” across the fire turn around easement located on Lot 4 and Lot 5 and the setbacks shown on Lot 4, Lot 5, and Lot 6 of Said Plat No. 1172, and requests that the County Clerk make a reference on said plat of the book and page in which this instrument of partial vacation has been recorded.

Mark Nowlin, Trustee  
Of the Mark Nowlin Revocable Trust, U/A/D June 6, 2006

STATE OF WYOMING)  
COUNTY OF TETON)

The foregoing instrument was subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by Mark Nowlin, Trustee of the Mark Nowlin Revocable Trust, U/A/D June 6, 2006, personally appeared before me and being personally known by me acknowledged that the foregoing statements are true and correct to the best of his knowledge.

Witness my hand and official seal.

Notary Public

My Commission Expires: \_\_\_\_\_

---

---

)ss.

The foregoing instrument was subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by McKean Nowlin and Mark Nowlin personally appeared before me and being personally known by me acknowledged that the foregoing statements are true and correct to the best of his knowledge.

Witness my hand and official seal.

My Commission Expires: \_\_\_\_\_

## TOWN ACKNOWLEDGEMENT

Hailey Morton Levinson, Mayor  
Town of Jackson

STATE OF WYOMING)  
COUNTY OF TETON) ss.

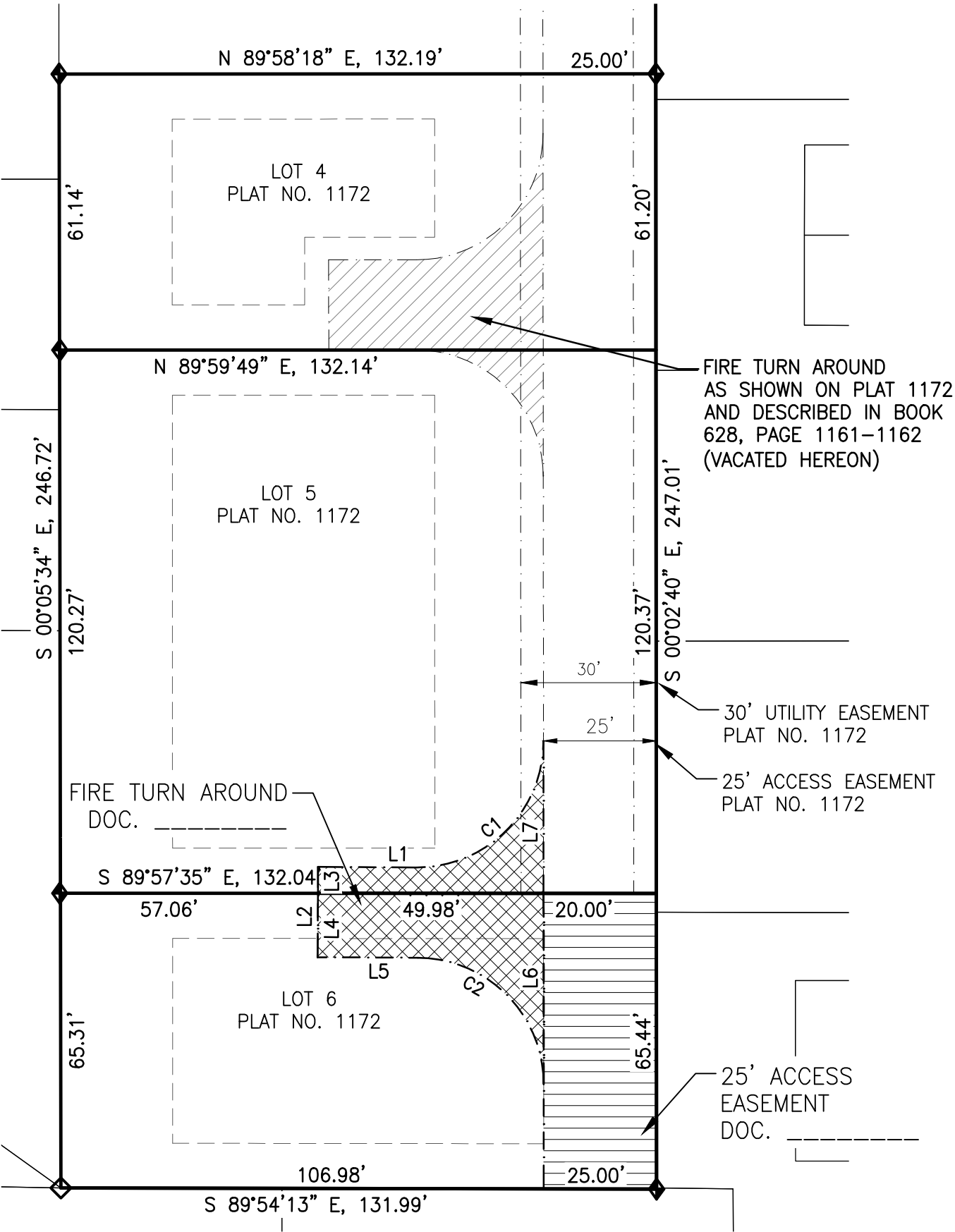
The foregoing instrument was acknowledged before me by Hailey Morton Levinson, as Mayor of the Town Council on this    day of                     , 2022.

Witness my hand and official seal.



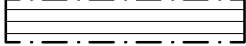
My Commission Expires:\_\_\_\_\_



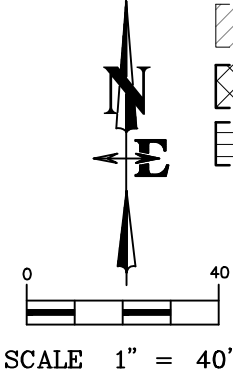
EXHIBIT A



LEGEND  
--- = BUILDING SETBACKS (VACATED HEREON)

-  = VACATED FIRE TURN AROUND
-  = NEW FIRE TURN AROUND
-  = NEW 25' ACCESS EASEMENT

LOT 4, LOT 5 AND LOT 6  
OF ASHLEY NOWLIN ADDITION  
TO THE TOWN OF JACKSON  
PLAT NO. 117  
LOCATED IN NW1/4 NE1/4,  
SECTION 34, T41N, R116W,  
6TH P.M.  
TETON COUNTY, WYOMING



DRAWING NO 1	DRAWING TITLE ASHLEY NOWLIN ADDITION REPLAT OF LOT 4 AND LOT 5 OF ASHLEY NOWLIN PLAT NO. 1172	<div>NELSON ENGINEERING</div> <p>P.O. BOX 1599, JACKSON WYOMING (307) 733-2087</p>	DATE 9/27/2022
JOB NO 21-539-01			ENGINEERED
			DRAWN SK
			CHECKED LR
			APPROVED LR

## **FIRE TRUCK TURNAROUND AND ACCESS EASEMENT**

THIS FIRE TRUCK TURNAROUND AND ACCESS EASEMENT ("Easement") is made to be effective as of the date of its recording in the Clerk's Office of Teton County, Wyoming (the "Effective Date"), by McKean Nowlin, a married woman as her sole and separate property, and Mark Nowlin, an unmarried man, who acquired title as a married man, as tenants in common (together, the "Grantor"). Grantor is the owner of Lot 5 & 6 of the Ashley Nowlin Addition to the Town of Jackson according to that plat recorded in the Office of the Teton County Clerk on February 22, 2006 as Plat No. 1172 (PIDNs: 21-41-16-34-1-89-005 and 21-41-16-34-1-89-006)(together, the "Grantor's Property"). Grantor hereby grants and conveys to the Town of Jackson, Wyoming (the "Grantee"), a perpetual non-exclusive easement for a fire apparatus turnaround, and access, the locations of which are each more particularly described in EXHIBIT A hereto (the "Burdened Land") and depicted on EXHIBIT B hereto, both of which are attached hereto and made a part thereof.

The easements granted herein are non-exclusive, and Grantor reserves the right to use the Burdened Land for any purposes whatsoever which do not interfere with the Grantee's use of the easements for their intended purposes. Without limiting Grantor's reserved rights, Grantor specifically reserves the right to use the Burdened Land as an access driveway to a residence to be constructed on Lot 6 of the Grantor's Property, and such use shall not be construed as interfering with Grantee's use of the easements. The Grantee shall be prohibited from taking any action which is inconsistent with the purpose of the grants herein provided, including, but not limited to, erecting any improvements, fixtures or facilities within the Burdened Land. Grantor reserves the right to pave all or any portion of the Burdened Land in connection its use of the Burdened Land as a driveway. The easements granted herein shall be deemed to be "in gross", shall be perpetual as long as they are used for their intended purposes, and shall not be assignable by Grantee without the prior written consent of the owner of the Grantor's Property. Notwithstanding the foregoing, the easements granted herein are not intended to be construed as, and are not a grant of, any easement for use by the general public. This easement shall terminate upon the Burdened Land no longer being used as a fire truck turnaround. The rights, reservations and benefits provided for Grantor herein shall inure to the benefit of any future owner of Grantor's Property.

[EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has executed this Easement to be effective as of the Effective Date.

McKean Nowlin

Mark Nowlin

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

The foregoing instrument was acknowledged before me by McKean Nowlin on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Witness my hand and official seal.

Notary Public

[Seal]

My Commission Expires:

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

The foregoing instrument was acknowledged before me by Mark Nowlin on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Witness my hand and official seal.

Notary Public

[Seal]

My Commission Expires:

## **EXHIBIT A**

### **Legal Description of a Fire Truck Turn-Around Easement**

An easement located within the NW 1/4 NE 1/4, Section 34, Township 41 North, Range 116 West, 6<sup>th</sup> P.M., Town of Jackson, Teton County, Wyoming, and being within Lot 5 and Lot 6 of Ashley Nowlin Addition to the Town of Jackson, Plat No. 1172, as recorded in the Office of the Teton County Clerk, and being described as follows:

Beginning at a point the intersection of the south line of Said Lot 5 that 25 foot wide access easement as shown on Plat No. 1172, said point being N89°57'35"W, a distance of 25.00 feet from the southeast corner of Said Lot 5;

Thence N00°02'40"W along said access easement, a distance of 33.79 feet to a non-tangent circular curve to the right;

Thence along said curve having a radius of 28.00 feet, a chord length of 39.72 feet, bearing S45°07'42" W, through a central angle of 90°20'45", an arc distance of 44.15 feet;

Thence N89°41'55"W, a distance of 21.78 feet;

Thence S00°18'05"W, a distance of 5.85 feet to a point on the south line of Said Lot 5;

Thence S00°18'05"W, a distance of 14.15 feet;

Thence S89°41'55"E, a distance of 22.24 feet to a circular curve to the right:

Thence along said curve having a radius of 28.00 feet, a chord length of 39.48 feet, bearing S44°52'18" E, through a central angle of 89°39'15", an arc distance of 43.81 feet to a point on that 25-foot-wide access easement as shown on Plat No. 1172;

Thence N00°02'40"W, a distance of 42.21 feet to the Point of Beginning.

Said strip of land contains 0.307 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 being N00°02'40" W along the east property lines of Lots 5 and Lot 6.

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

### **Legal Descriptions of a 25-foot-wide Access Easement**

A strip of land being located within the NW 1/4 NE 1/4, Section 34, Township 41 North, Range 116 West, 6<sup>th</sup> P.M., Town of Jackson, Teton County, Wyoming, and being within Lot 6 of Ashley Nowlin Addition to the Town of Jackson, Plat No. 1172 as recorded in the Office of the Teton County Clerk, and being described as follows:

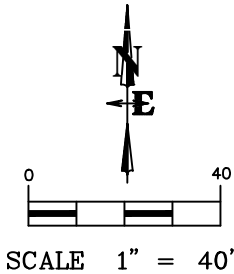
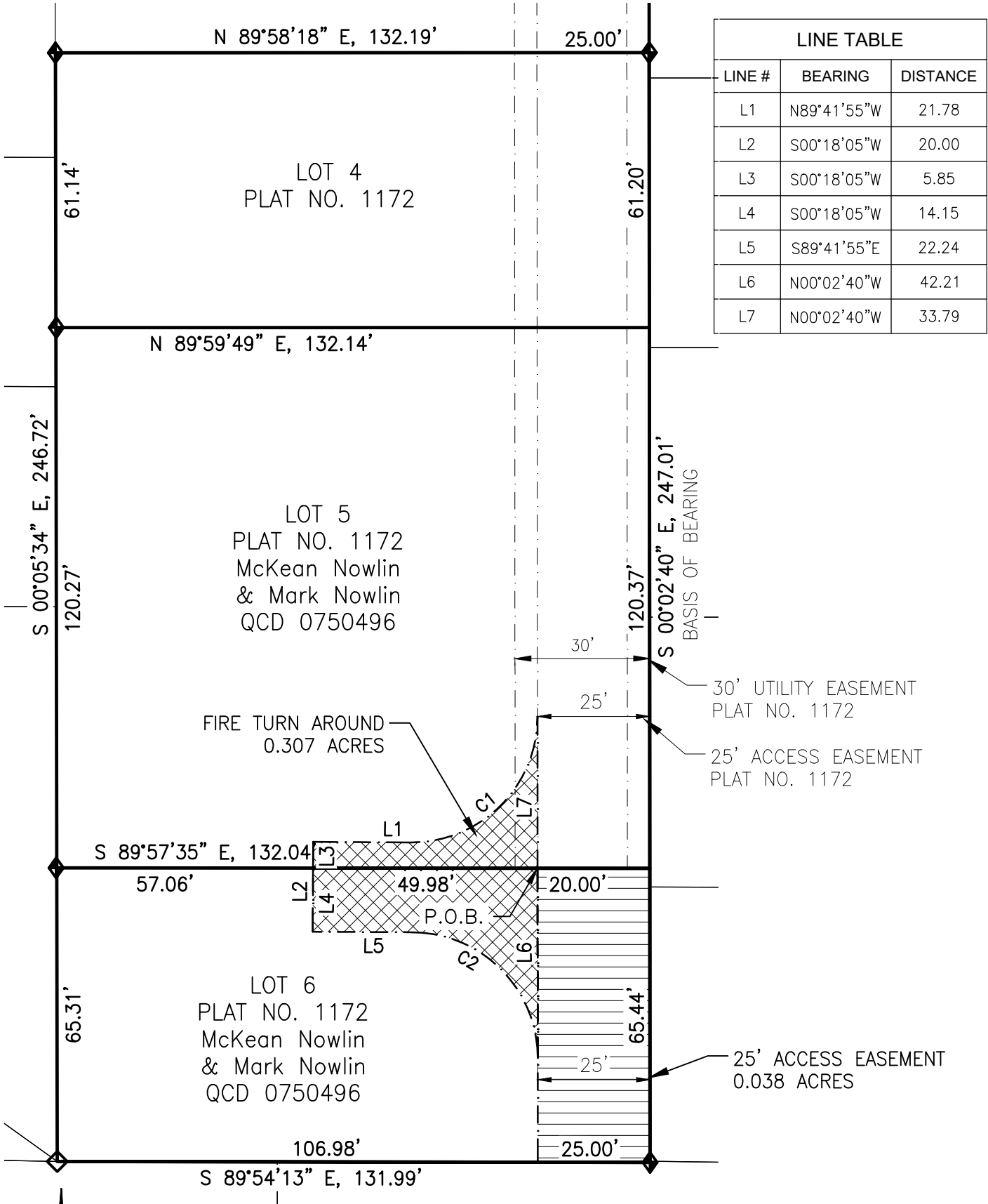
Being a 25-foot-wide access easement, being the easterly 25 feet of Said Lot 6.  
Said access strip of land contains 0.038 acres.

The Basis of Bearing for these strips being N00°02'40"W along the east property line of Lot 6.

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

Lucas D. Rudolph  
Wyoming PLS 15442  
Nelson Engineering  
Project 21-539-01  
September 28, 2022

EXHIBIT B



LEGEND

- [Cross-hatched pattern] = NEW FIRE TURN AROUND
- [Horizontal lines pattern] = NEW 25' ACCESS EASEMENT

LOT 4, LOT 5 AND LOT 6  
OF ASHLEY NOWLIN ADDITION  
TO THE TOWN OF JACKSON  
PLAT NO. 1172  
LOCATED IN NW1/4 NE1/4,  
SECTION 34,  
T41N, R116W, 6th P.M.  
TETON COUNTY, WYOMING

DRAWING NO 1	DRAWING TITLE EASEMENTS & BUILDING SETBACKS LOTS 5 AND LOT 6 ASHLEY NOWLIN PLAT NO. 1172	<div>NELSON ENGINEERING</div> <div>P.O. BOX 1599, JACKSON WYOMING (307) 733-2087</div>	DATE 9/27/2022
JOB NO 21-539-01			ENGINEERED
			DRAWN SK
			CHECKED LR
			APPROVED LR