



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 May 24, 2023	REQUESTS:
Item #: P23-093	The applicant is submitting a request for a partial vacation without replat for the properties located at 910 Smith Lane and 915 Simon Lane (355 Scott Lane), legally known as LOT 25, JACKSON HOLE MEADOWS PIDN: 22-41-16-32-4-05-001 and LOT 36, JACKSON HOLE MEADOWS PIDN: 22-41-16-32-4-05-011
Planner: Katelyn Page Phone: 733-0440 ext. 1302 Email: kpage@jacksonwy.gov	For questions, please call Katelyn Page at 733-0440, x1302 or email to the address shown below. Thank you.
Owner: Town of Jackson PO Box 1687 Jackson, WY 83001	
Applicant: Jackson/Teton County Housing Auth. PO Box 714 Jackson, WY 83001	
Please respond by: June 14, 2023 (with Comments)	

Owner:

Town of Jackson
PO Box 1687
Jackson, WY 83001

Applicant:

Jackson/Teton County Housing Auth.
PO Box 714
Jackson, WY 83001

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



PLANNING PERMIT APPLICATION
Planning & Building Department

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

For Office Use Only

Fees Paid _____

Date & Time Received _____

Application #s _____

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

PROJECT.

Name/Description: _____

Physical Address: _____

Lot, Subdivision: _____ PIDN: _____

22-41-16-32-4-05-011

PROPERTY OWNER.

Name: _____ Phone: _____

Mailing Address: _____ ZIP: _____

E-mail: _____

APPLICANT/AGENT.

Name: _____ Phone: _____

Mailing Address: _____ ZIP: _____

E-mail: _____

DESIGNATED PRIMARY CONTACT.

_____ Property Owner _____ Applicant/Agent

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

Use Permit

Basic Use

Conditional Use

Special Use

Relief from the LDRs

Administrative Adjustment

Variance

Beneficial Use Determination

Appeal of an Admin. Decision

Physical Development

Sketch Plan

Development Plan

Design Review

Subdivision/Development Option

Subdivision Plat

Boundary Adjustment (replat)

Boundary Adjustment (no plat)

Development Option Plan

Interpretations

Formal Interpretation

Zoning Compliance Verification

Amendments to the LDRs

LDR Text Amendment

Map Amendment

Miscellaneous

Other: _____

Environmental Analysis

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

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

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

Have you attached the following?

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

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

Response to Submittal Requirements. The submittal requirements can be found on the TOJ website for the specific application. If a pre-application conference is required, the submittal requirements will be provided to applicant at the conference. The submittal requirements are at www.townofjackson.com/200/Planning under the relevant application type.

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

Under penalty of perjury, I hereby certify that I have read this application and associated checklists and state that, to the best of my knowledge, all information submitted in this request is true and correct. I agree to comply with all county and state laws relating to the subject matter of this application, and hereby authorize representatives of Teton County to enter upon the above-mentioned property during normal business hours, after making a reasonable effort to contact the owner/applicant prior to entering.

Kristi Malone

Signature of Property Owner or Authorized Applicant/Agent

_____ Date

Name Printed

_____ Title



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: May 9, 2022

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 : Tobin Dennis, CEO of RD RENTALS LLC

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

Name of property owner as listed on deed

Address of Premises: 910 Smith Lane and 915 Simon Lane

Legal Description: LOT 25 and LOT 36, JACKSON HOLE MEADOW

Please attach additional sheet for additional addresses and legal descriptions

And, that the person named as follows: Name of Applicant/agent Jackson/Teton County Housing Department

Mailing address of Applicant/agent: PO Box 714 Jackson, WY 83001

Email address of Applicant/agent: aprilnorton@jacksonwy.gov

Phone Number of Applicant/agent: 307-732-0867

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

Development/Subdivision Plat Permit Application Building Permit Application

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

Demolition Permit Other (describe) Pre-application meetings, Admin Adjustments, Zoning Compliance Verification

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

Property Owner Signature

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

STATE OF Wyoming)

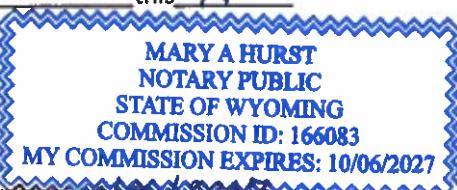
) SS.

COUNTY OF Teton)

)

The foregoing instrument was acknowledged before me by Tyler Sinclair this 19th day of October 2022. WITNESS my hand and official seal.

Notary Public



My commission expires: 10/06/2027



Jackson/Teton County Affordable Housing Department

Kristi Malone

Housing Supply Specialist

kristi.malone@tetoncountywy.gov

P: 307.732.8571

May 22, 2023

RE: Request for Partial Vacation Without Replat for Lots 25 & 36 Jackson Hole Meadows

Dear Planning Staff,

Please accept this request for a partial vacation of Plat 191, Jackson Hole Meadows Addition to the Town of Jackson, to combine lots 25 and 36, and realign the platted private utility easement. The Town of Jackson has obtained ownership of both lots and this application is made by the Jackson/Teton County Affordable Housing Department as an authorized representative of the landowner. Draft application materials were provided to the Town Manager and Town Attorney prior to submission of this application, but any further modifications to the proposed realigned easement that are requested on behalf of the Town of Jackson as landowner, will gladly be incorporated during the application review period.

Vacation of the lot line between lots 25 and 36 is requested so that the lots can be redeveloped as a single site. The Town of Jackson has partnered with Figure 9, LLC to develop twelve Affordable/Workforce-restricted condo homes in a single building that spans the existing property line between lots 25 and 36. To conform with Town of Jackson LDRs, the lot line must be vacated for approval of applicable physical development permits within the context of a single site occupying a single lot.

Vacation of the utility easement on Lot 36, adjacent to the lot line subject to vacation, is requested so that the easement area can be relocated outside of the proposed building footprint. The LDRs require that utilities not provided within a dedicated road right-of-way be located in an easement. To meet this standard, a new easement is proposed to be filed in the land records of the Teton County Clerk so that services are not interrupted, but can be relocated to a more suitable area of the site.

Standards for a Partial Vacation Without Replat (LDR Sec. 8.2.13.C.5): *Vacation of one or more building envelopes, notes, a lot line for the purpose of combining one or more lots, or a private road or utility easement does not require a new plat provided the following additional standards are met.*

a. **Instrument Required.** *An instrument shall be filed with the County Clerk stating that the partial vacation does not abridge or destroy any rights and privileges of other proprietors in the plat. The instrument shall include:*

- i. *Acknowledgment by all parties affected by the vacation; and*
- ii. *Acknowledgment by the Town Council.*

A draft instrument is part of this application and includes a statement that, "the partial vacation does not abridge or destroy any rights and privileges of other proprietors in the plat", space for acknowledgement by service providers using the existing utility easement, and space for acknowledgement by the Town Council. Original signatures from utility service providers currently using the easement will be provided once the form and content of the draft instrument has been reviewed and approved by the Town Attorney and all applicable Town Departments. A draft easement document realigning its location and

configuration is also included in this application. Both the vacating instrument and the new easement will be recorded in the Office of the Teton County Clerk once approved and executed by all required signatories.

b. Annotation. Pursuant to Wyoming Statutes Section 34-12-110, the County Clerk shall make appropriate annotation on the plat referencing the vacated envelopes, notes, easements or lot lines for the purpose of lot combinations. The County Clerk shall also make a reference on said plat to the volume and page in which the required instrument of partial vacation is recorded.

The draft partial vacation instrument included in this application requests that the County Clerk make appropriate annotation on Plat 191 indicating that the lot between Lots 25 and 36, as well as the adjacent utility easement on Lot 36, have been vacated.

c. Building Envelope Vacation.

Not applicable. This application does not request vacation of building envelopes. No building envelopes are included on the plat.

d. Lot Combination. If a lot line is to be vacated for the purpose of combining one or more lots, the required partial vacation instrument shall include language stating that the combined lots shall be treated as one for all purposes under these LDRs and cannot be resubdivided without receiving subdivision approval under the LDRs in effect at that time.

The draft partial vacation instrument included in this application includes language stating that the combined lots shall be treated as one for all purposes subject to the Town of Jackson LDRs and must receive formal subdivision approval pursuant to the LDRs effective at such time that resubdivision may be pursued in the future.

Attachments:

1. Letter of Authorization
2. Title Certificate for Lot 25 (demonstrating that relocation of utility easement is not in conflict with any existing easements or restrictions)
3. Plat 191 (with applicant annotations identifying partial vacations requested)
4. Partial Vacation of Plat Instrument (Draft)
5. Utility Easement document (Draft)

Thank you for your review.

Sincerely,

Kristi Malone



Date: September 26, 2022
Please direct correspondence to:
1110 Maple Way Suite A, P.O. Box 4429
Jackson, WY 83001
Telephone: (307)732-2983
Fax: (307) 732-0200
Email: kenna@wyomingtitle.com
Escrow Number: W-28264
Property:
910 Smith Lane, Jackson, WY 83001

Town of Jackson, Wyoming, a duly constituted municipal corporation of the State of Wyoming
PO Box 1687
Jackson, WY 83001

Dear Town of Jackson, Wyoming, a duly constituted municipal corporation of the State of Wyoming

Congratulations on the purchase of your property. It was a pleasure working on the escrow for this purchase and WTE looks forward to working with you again.

Enclosed herein are the following:

- Warranty Deed
- Owner's Title Insurance Policy

The enclosed policy insures you against certain risks to your land title, subject to the conditions & exclusions as set forth therein. Your policy premium shown on Schedule A is a one-time charge. It was collected and paid for in your closing costs.

We believe in delivering quality products that meet your needs, and our goal is to provide the most efficient and reliable service in the industry. Thank you for giving us the opportunity to serve you! We invite you to call upon us whenever we can be of assistance with your title and escrow needs..

Sincerely,

A handwritten signature in black ink that reads 'Victoria Ladd'.

Victoria Ladd
for Kenna Williams
Escrow Officer



ALTA OWNER'S POLICY OF TITLE INSURANCE
issued by
WESTCOR LAND TITLE INSURANCE COMPANY
(ALTA Adopted 07-01-2021)

This policy, when issued by the Company with a Policy Number and the Date of Policy, is valid even if this policy or any endorsement to this policy is issued electronically or lacks any signature.

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Condition 17.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, Westcor Land Title Insurance Company, a South Carolina corporation (the "Company"), insures as of the Date of Policy and, to the extent stated in Covered Risks 9 and 10, after the Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. The Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. Covered Risk 2 includes, but is not limited to, insurance against loss from:
 - a. a defect in the Title caused by:
 - i. forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - ii. the failure of a person or Entity to have authorized a transfer or conveyance;
 - iii. a document affecting the Title not properly authorized, created, executed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered;
 - iv. a failure to perform those acts necessary to create a document by electronic means authorized by law;
 - v. a document executed under a falsified, expired, or otherwise invalid power of attorney;

COVERED RISKS Continued on next page

IN WITNESS WHEREOF, **WESTCOR LAND TITLE INSURANCE COMPANY** has caused this policy to be signed and sealed as of the Date of Policy shown in Schedule A.

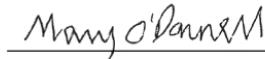
Issued By: WY1000 * W-28264

Wyoming Title & Escrow, Inc.

1110 Maple Way, Suite A
Jackson, WY 83001

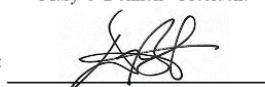
WESTCOR LAND TITLE INSURANCE COMPANY

By:


Mary O'Donnell

Mary O'Donnell - President

Attest:


Donald A. Berube

Donald A. Berube - Secretary



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- vi. a document not properly filed, recorded, or indexed in the Public Records, including the failure to have performed those acts by electronic means authorized by law;
- vii. a defective judicial or administrative proceeding; or
- viii. the repudiation of an electronic signature by a person that executed a document because the electronic signature on the document was not valid under applicable electronic transactions law.
- b. the lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
- c. the effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.

3. Unmarketable Title.

4. No right of access to and from the Land.

5. A violation or enforcement of a law, ordinance, permit, or governmental regulation (including those relating to building and zoning), but only to the extent of the violation or enforcement described by the enforcing governmental authority in an Enforcement Notice that identifies a restriction, regulation, or prohibition relating to:

- a. the occupancy, use, or enjoyment of the Land;
- b. the character, dimensions, or location of an improvement on the Land;
- c. the subdivision of the Land; or
- d. environmental remediation or protection on the Land.

6. An enforcement of a governmental forfeiture, police, regulatory, or national security power, but only to the extent of the enforcement described by the enforcing governmental authority in an Enforcement Notice.

7. An exercise of the power of eminent domain, but only to the extent:

- a. of the exercise described in an Enforcement Notice; or
- b. the taking occurred and is binding on a purchaser for value without Knowledge.

8. An enforcement of a PACA-PSA Trust, but only to the extent of the enforcement described in an Enforcement Notice.

9. The Title being vested other than as stated in Schedule A, the Title being defective, or the effect of a court order providing an alternative remedy:

- a. resulting from the avoidance, in whole or in part, of any transfer of all or any part of the Title to the Land or any interest in the Land occurring prior to the transaction vesting the Title because that prior transfer constituted a:
 - i. fraudulent conveyance, fraudulent transfer, or preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law; or
 - ii. voidable transfer under the Uniform Voidable Transactions Act; or
- b. because the instrument vesting the Title constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law by reason of the failure:
 - i. to timely record the instrument vesting the Title in the Public Records after execution and delivery of the instrument to the Insured; or

- ii. of the recording of the instrument vesting the Title in the Public Records to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to the Date of Policy and prior to the recording of the deed or other instrument vesting the Title in the Public Records.

DEFENSE OF COVERED CLAIMS

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.**b.** any governmental forfeiture, police, regulatory, or national security power.
c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or

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- c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
- 5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
- 6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
- 7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

CONDITIONS

1. DEFINITION OF TERMS

In this policy, the following terms have the meanings given to them below. Any defined term includes both the singular and the plural, as the context requires:

- a. "Affiliate": An Entity:
 - i. that is wholly owned by the Insured;
 - ii. that wholly owns the Insured; or
 - iii. if that Entity and the Insured are both wholly owned by the same person or entity.
- b. "Amount of Insurance": The Amount of Insurance stated in Schedule A, as may be increased by Condition 8.d. or decreased by Condition 10 or 11; or increased or decreased by endorsements to this policy.
- c. "Date of Policy": The Date of Policy stated in Schedule A.
- d. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- e. "Enforcement Notice": A document recorded in the Public Records that describes any part of the Land and:
 - i. is issued by a governmental agency that identifies a violation or enforcement of a law, ordinance, permit, or governmental regulation;
 - ii. is issued by a holder of the power of eminent domain or a governmental agency that identifies the exercise of a governmental power; or
 - iii. asserts a right to enforce a PACA-PSA Trust.
- f. "Entity": A corporation, partnership, trust, limited liability company, or other entity authorized by law to own title to real property in the State where the Land is located.
- g. "Insured":
 - i. (a). The Insured named in Item 1 of Schedule A;
 - (b). the successor to the Title of an Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (c). the successor to the Title of an Insured resulting from dissolution, merger, consolidation, distribution, or reorganization;
 - (d). the successor to the Title of an Insured resulting from its conversion to another kind of Entity; or
 - (e). the grantee of an Insured under a deed or other instrument transferring the Title, if the grantee is:

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- (1). an Affiliate;
- (2). a trustee or beneficiary of a trust created by a written instrument established for estate planning purposes by an Insured;
- (3). a spouse who receives the Title because of a dissolution of marriage;
- (4). a transferee by a transfer effective on the death of an Insured as authorized by law; or
- (5). another Insured named in Item 1 of Schedule A.

- ii. The Company reserves all rights and defenses as to any successor or grantee that the Company would have had against any predecessor Insured.

- h. "Insured Claimant": An Insured claiming loss or damage arising under this policy.
- i. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- j. "Land": The land described in Item 4 of Schedule A and improvements located on that land at the Date of Policy that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- k. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- l. "PACA-PSA Trust": A trust under the federal Perishable Agricultural Commodities Act or the federal Packers and Stockyards Act or a similar State or federal law.
- m. "Public Records": The recording or filing system established under State statutes in effect at the Date of Policy under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- n. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- o. "Title": The estate or interest in the Land identified in Item 2 of Schedule A.
- p. "Unmarketable Title": The Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or a lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF COVERAGE

This policy continues as of the Date of Policy in favor of an Insured, so long as the Insured:

- a. retains an estate or interest in the Land;
- b. owns an obligation secured by a purchase money Mortgage given by a purchaser from the Insured; or
- c. has liability for warranties given by the Insured in any transfer or conveyance of the Insured's Title.

Except as provided in Condition 2, this policy terminates and ceases to have any further force or effect after the Insured conveys the Title. This policy does not continue in force or effect in favor of any person or entity that is not the Insured and acquires the Title or an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured must notify the Company promptly in writing if the Insured has Knowledge of:

- a. any litigation or other matter for which the Company may be liable under this policy; or
- b. any rejection of the Title as Unmarketable Title.

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If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under this policy is reduced to the extent of the prejudice.

4. PROOF OF LOSS

The Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy that constitutes the basis of loss or damage and must state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- a. Upon written request by the Insured and subject to the options contained in Condition 7, the Company, at its own cost and without unreasonable delay, will provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company has the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those covered causes of action. The Company is not liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of any cause of action that alleges matters not insured against by this policy.
- b. The Company has the right, in addition to the options contained in Condition 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that, in its opinion, may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it is liable to the Insured. The Company's exercise of these rights is not an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under Condition 5.b., it must do so diligently.
- c. When the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court having jurisdiction. The Company reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- a. When this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured will secure to the Company the right to prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose.
When requested by the Company, the Insured, at the Company's expense, must give the Company all reasonable aid in:
 - i. securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement; and
 - ii. any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter, as insured.

If the Company is prejudiced by any failure of the Insured to furnish the required cooperation, the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation, regarding the matter requiring such cooperation.

- b. The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos, whether bearing a date before or after the

Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant must grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all the records in the custody

or control of a third party that reasonably pertain to the loss or damage. No information designated in writing as confidential by the Insured Claimant provided to the Company pursuant to Condition 6 will be later disclosed to others unless, in the reasonable judgment of the Company, disclosure is necessary in the administration of the claim or required by law. Any failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in Condition 6.b., unless prohibited by law, terminates any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company has the following additional options:

a. *To Pay or Tender Payment of the Amount of Insurance*

To pay or tender payment of the Amount of Insurance under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option provided for in Condition 7.a., the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation.

b. *To Pay or Otherwise Settle with Parties other than the Insured or with the Insured Claimant*

i. To pay or otherwise settle with parties other than the Insured for or in the name of the Insured Claimant. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

ii. To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant 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 option provided for in Condition 7.b., the Company's liability and obligations to the Insured under this policy for the claimed loss or damage terminate, including any obligation to defend, prosecute, or continue any litigation.

8. CONTRACT OF INDEMNITY; DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by an Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy. This policy is not an abstract of the Title, report of the condition of the Title, legal opinion, opinion of the Title, or other representation of the status of the Title. All claims asserted under this policy are based in contract and are restricted to the terms and provisions of this policy. The Company is not liable for any claim alleging negligence or negligent misrepresentation arising from or in connection with this policy or the determination of the insurability of the Title.

- a. The extent of liability of the Company for loss or damage under this policy does not exceed the lesser of:
 - i. the Amount of Insurance; or
 - ii. the difference between the fair market value of the Title, as insured, and the fair market value of the Title subject to the matter insured against by this policy.
- b. Except as provided in Condition 8.c. or 8.d., the fair market value of the Title in Condition 8.a.ii. is calculated using the date the Insured discovers the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy.
- c. If, at the Date of Policy, the Title to all of the Land is void by reason of a matter insured against by this

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policy, then the Insured Claimant may, by written notice given to the Company, elect to use the Date of Policy as the date for calculating the fair market value of the Title in Condition 8.a.ii.

- d. If the Company pursues its rights under Condition 5.b. and is unsuccessful in establishing the Title, as insured:
 - i. the Amount of Insurance will be increased by 15%; and
 - ii. the Insured Claimant may, by written notice given to the Company, elect, as an alternative to the dates set forth in Condition 8.b. or, if it applies, 8.c., to use either the date the settlement, action, proceeding, or other act described in Condition 5.b. is concluded or the date the notice of claim required by Condition 3 is received by the Company as the date for calculating the fair market value of the Title in Condition 8.a.ii.
- e. In addition to the extent of liability for loss or damage under Conditions 8.a. and 8.d., the Company will also pay the costs, attorneys' fees, and expenses incurred in accordance with Conditions 5 and 7.

9. LIMITATION OF LIABILITY

- a. The Company fully performs its obligations and is not liable for any loss or damage caused to the Insured if the Company accomplishes any of the following in a reasonable manner:
 - i. removes the alleged defect, lien, encumbrance, adverse claim, or other matter;
 - ii. cures the lack of a right of access to and from the Land; or
 - iii. cures the claim of Unmarketable Title,
 all as insured. The Company may do so by any method, including litigation and the completion of any appeals.
- b. The Company is not liable for loss or damage arising out of any litigation, including litigation by the Company or with the Company's consent, until a State or federal court having jurisdiction makes a final, non-appealable determination adverse to the Title.
- c. The Company is not liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.
- d. The Company is not liable for the content of the Transaction Identification Data, if any.

10. REDUCTION OR TERMINATION OF INSURANCE

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance will be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after the Date of Policy and which is a charge or lien on the Title, and the amount so paid will be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage are determined in accordance with the Conditions, the Company will pay the loss or damage within 30 days.

13. COMPANY'S RECOVERY AND SUBROGATION RIGHTS UPON SETTLEMENT AND PAYMENT

- a. If the Company settles and pays a claim under this policy, it is subrogated and entitled to the rights and remedies of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person, entity, or property to the fullest extent permitted by law, but limited to the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant must execute documents to transfer these rights and remedies to the Company. The Insured Claimant permits the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any

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- transaction or litigation involving these rights and remedies.
- b. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company defers the exercise of its subrogation right until after the Insured Claimant fully recovers its loss.
- c. The Company's subrogation right includes the Insured's rights to indemnity, guaranty, warranty, insurance policy, or bond, despite any provision in those instruments that addresses recovery or subrogation rights.

14. POLICY ENTIRE CONTRACT

- a. This policy together with all endorsements, if any, issued by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy will be construed as a whole. This policy and any endorsement to this policy may be evidenced by electronic means authorized by law.
- b. Any amendment of this policy must be by a written endorsement issued by the Company. To the extent any term or provision of an endorsement is inconsistent with any term or provision of this policy, the term or provision of the endorsement controls. Unless the endorsement expressly states, it does not:
 - i. modify any prior endorsement,
 - ii. extend the Date of Policy,
 - iii. insure against loss or damage exceeding the Amount of Insurance, or
 - iv. increase the Amount of Insurance.

15. SEVERABILITY

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

16. CHOICE OF LAW AND CHOICE OF FORUM

- a. *Choice of Law*
The Company has underwritten the risks covered by this policy and determined the premium charged in reliance upon the State law affecting interests in real property and the State law applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State where the Land is located.
The State law of the State where the Land is located, or to the extent it controls, federal law, will determine the validity of claims against the Title and the interpretation and enforcement of the terms of this policy, without regard to conflicts of law principles to determine the applicable law.
- b. *Choice of Forum*
Any litigation or other proceeding brought by the Insured against the Company must be filed only in a State or federal court having jurisdiction.

17. NOTICES

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: Westcor Land Title Insurance Company, Attn.: Claims, 875 Concourse Parkway South, Suite 200, Maitland, Florida 32751. Telephone: (866) 629-5842.

18. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS POLICY, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS POLICY, ANY BREACH OF A POLICY PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS POLICY, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING.

19. INTENTIONALLY OMITTED

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ALTA OWNER'S POLICY (6-17-06)

SCHEDULE A

Order No.:	W-28264	Name and Address of Insurer:
Policy No.:	OP-57-WY1000-14457273	Westcor Land Title Insurance Company
Date of Policy:	September 13, 2022 at 2:34PM	875 Concourse Parkway South, Suite 200
Amount of Insurance:	\$1,200,000.00	Maitland, FL 32751
Premium:	\$2,086.00	

Address Reference: 910 Smith Lane, Jackson, WY 83001
For information purposes only and not for insurance.

1. Name of Insured:

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

2. The estate or interest in the Land that is insured by this policy is:

Fee Simple

3. Title is vested in:

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

4. The Land referred to in this policy is described as follows:

SEE EXHIBIT "A" ATTACHED FOR LEGAL DESCRIPTION

Issued By:
Wyoming Title & Escrow, Inc.
1110 Maple Way Suite A
P.O. Box 4429
Jackson, WY 83001
Agent ID: WY1000



Authorized CounterSignature

EXHIBIT "A" LEGAL DESCRIPTION

Lot 25 of the Jackson Hole Meadows Addition to the Town of Jackson, Teton County, Wyoming according to that plat recorded in the Office of the Teton County Clerk on July 16, 1970 as Plat No. 191.

PIDN: 22-41-16-32-4-05-001

SCHEDULE B EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

STANDARD EXCEPTIONS:

1. Rights or Claims of parties in possession not shown by the public records.
2. Easements or claims of easements not shown by the public records.
3. Discrepancies, conflicts in boundary lines, encroachments, overlaps, variations or shortage in area or content, party walls and any other matters that would be disclosed by a correct survey and/or physical inspection of the land.
4. Any lien, or right to lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public record.
5. (a) Unpatented mining claims; (b)reservations or exceptions in patents or in the Acts authorizing the issuance of said patents; (c) any water or well rights, or title to water or claims thereof, in, on or under the land.
6. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
7. All taxes, assessments, levies and charges which constitute liens or are due or payable including unredeemed tax sales.

SCHEDULE B

EXCEPTIONS FROM COVERAGE

SPECIAL EXCEPTIONS:

1. General taxes for the year 2023, and subsequent years, a lien in the process of assessment, not yet due or payable.
2. Assessments for the Town of Jackson, if any, which are excluded from the coverage afforded hereby.
3. All matters as delineated on the Official Plat of Jackson Hole Meadows 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. 191.
[Plat 191](#)
4. 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 January 28, 1971, as (book) 8 (page) 549, Official Records.
[B8P549](#)
5. An easement over said land for electric distribution circuits and incidental purposes, as granted to Lower Valley Power and Light, Inc., recorded June 4, 1992, as (book) 253 (page) 104, Official Records.
[B253P104](#)
6. Mortgage to secure an indebtedness and any other obligations secured thereby in the amount of \$796,000.00, dated October 17, 2019, recorded October 18, 2019, as (instrument) 979667 , Official Records.
Mortgagor: Tobin S. Dennis and Holly Delacruz Dennis, married to each other
Mortgagee: Wells Fargo Bank, N.A.

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

CERTIFICATE OF SURVEYOR

State of Wyoming) ss.
County of Sublette)

I, Paul N. Scherbel of Big Piney, Wyoming hereby certify that this map was made from notes taken during an actual survey made under my supervision by Peter L. Peterson during November and December, 1965, that the JACKSON HOLE MEADOWS ADDITION TO THE TOWN OF JACKSON has been accurately surveyed, and that the lots and streets are accurately staked off and marked; and that it correctly represents the said Addition of part of the NE/4SE/4 of Section 32, T4IN, R116W, within the incorporated limits of the Town of Jackson, Teton County, Wyoming and part of that tract of land of record in the Office of the Clerk of Teton County in Book 15 on page 51, described as follows:

Commencing at the east one-quarter corner of said Section 32; thence N89° 51' 30"E, 416.0 feet along the north line of the said NE/4SE/4 to a point on the west line of Scott Lane; thence S00° 09' 30"W, 413.6 feet along the said west line to the point of beginning; thence continuing S00° 09' 30"W, 412.0 feet along the said north line to a point on the west line of said tract; thence N00° 09' 30"E, 420.0 feet along the west line of said tract to a point, thence N89° 51' 30"E, 416.0 feet to the point of beginning; encompassing an area of 401. acres, more or less; and it is further certified that there is no Lot 35; and it is further certified that Lot 25 is identical with that tract of land of record in the said Office in Book 4 of Photo on page 218; that Lot 35 is identical with that tract of land of record in the said Office in Book 4 of Photo on page 516.

Paul N. Scherbel

Land Surveyor Registration No. 164.

The foregoing instrument was acknowledged before me this 14th day of July, 1970.
Witness my hand and official seal.

My Commission Expires: 27 September 1970.

Notary Public

Joe Scott Mahaney
TETON COUNTY, WYOMING
NOTARY PUBLIC
REG. NO. 149
EXPIRES 9/27/70

CERTIFICATE OF OWNERS

State of Wyoming) ss.
County of Teton)

We, Raymond E. Smith and Helen L. Smith, husband and wife do owners of Lot 25 and as mortgagees of part of the Addition, Mary Jane Davenport as owner of Lot 35, J. Paul Hanson as mortgagee of part of the Addition, and JACKSON HOLE MEADOWS, INC., a Wyoming corporation as owner of the remainder of the lands, hereby certify that the foregoing subdivision of part of the NE/4SE/4 of Section 32, T4IN, R116W, within the incorporated limits of the Town of Jackson, Teton County, Wyoming, as shown on this map and more particularly described under the Certificate of Surveyor is with the free consent and in accordance with the desires of the undersigned owners and proprietors of the said lands; that the name of the subdivision shall be the JACKSON HOLE MEADOWS ADDITION TO THE TOWN OF JACKSON; that Smith Lane, Scott Lane, and Sharon Lane as shown on this plat are hereby dedicated to the use of the public; and that the Addition is subject to covenants and restrictions of record.

JACKSON HOLE MEADOWS, INC., a Wyoming Corporation

J. Paul Hanson
J. Paul Hanson, President

Helen L. Smith
Helen L. Smith

Mary Jane Davenport
Mary Jane Davenport

The foregoing instrument was acknowledged before me this
Witness my hand and official seal.

day of July, 1970.

Notary Public

Paul Mahaney



CERTIFICATE OF ACCEPTANCE

Town of Jackson) ss.
County of Teton) ss.
State of Wyoming)

The foregoing JACKSON HOLE MEADOWS ADDITION TO THE TOWN OF JACKSON was accepted at the regular meeting of the Town Council on the 15th day of July 1970 and approved in accordance with Sections 16-1-69 and 34-114, Wyoming Statutes, 1957, as amended.

TOWN OF JACKSON

Attest:
Randi S. Head Clerk
Randi S. Head, Clerk
Harold J. Livingston
Harold J. Livingston, Mayor



JACKSON HOLE MEADOWS ADDITION

TO THE

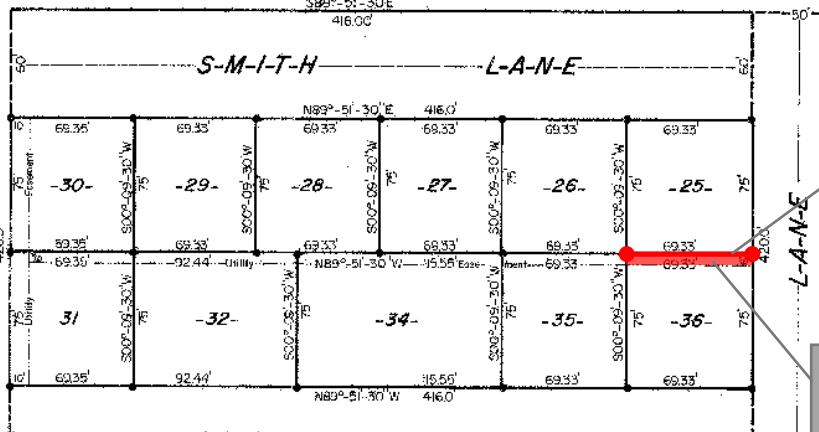
TOWN OF JACKSON

BEING PART OF THE

NE/4SE/4 SECTION 32 T4IN R116W
TETON COUNTY, WYOMING

JACKSON HOLE MEADOWS ADDITION

N89° 51' 30"E
416.0



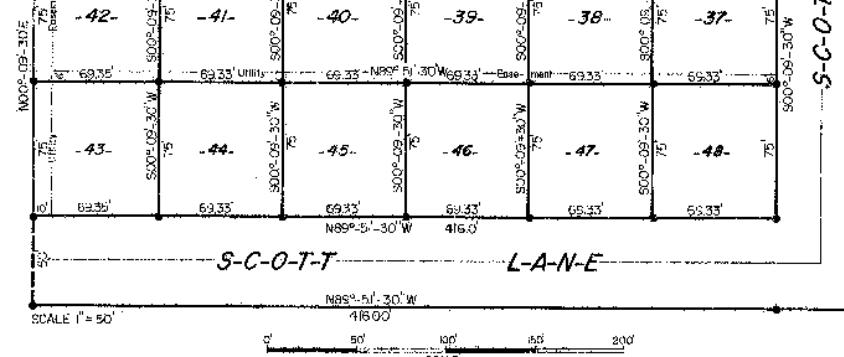
LEGEND

- indicates a steel T-shaped stake 24" long with brass cap inscribed "SURVEY POINT DO NOT DISTURB" set.
- indicates a Certified Land Corner Recordation Certificate filed.

All Lots are 0.159 acres, more or less, except Lot 32 = 0.159 acres and Lot 34 = 0.199 acres.

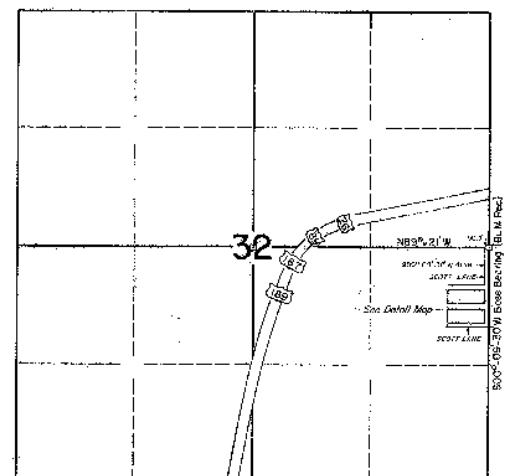
Lot line to be vacated

Utility
easement to
be vacated



T4IN R116W

LOCATION
SCALE
MAP



PARTIAL VACATION WITHOUT REPLAT

WHEREAS, on _____, 2023 the Jackson Town Council considered a request to vacate the lot line between Lots 25 and 36, and a request to vacate the utility easement on Lot 36 of Jackson Hole Meadows Addition to the Town of Jackson, Plat No. 191, as recorded in the Office of the Teton Clerk, Wyoming, on July 16, 1970. The subject lots, Lot 25 and Lot 36, have Parcel ID Numbers 22-41-16-32-4-05-001 and 22-41-16-32-4-05-011, respectively.

WHEREAS, the Town of Jackson, WY owns both Lot 25 and Lot 36 of Jackson Hole Meadows Addition to the Town of Jackson, Plat No. 191.

WHEREAS, having determined that the proposed lot line and easement vacation meets the standards of Town of Jackson Land Development Regulations Section 8.2.13.C.5 Partial Vacation Without Replat and 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 Jackson Town Council hereby respectfully requests that the Teton County Clerk write, "vacated," across the lot line between Lots 25 and 36, and the utility easement on Lot 36 of Jackson Hole Meadows Addition to the Town of Jackson, Plat No. 191, 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.

TOWN OF JACKSON

Hailey Morton Levinson
Mayor, Town of Jackson

ATTEST:

Riley Taylor
Clerk, Town of Jackson

UTILITY EASEMENT USERS

Lumen Technology:

Ashely Rajamin
Contract Manager, Network Infrastructure Services, Lumen Technology

The foregoing instrument was subscribed and sworn to before me on this _____ day of _____, 2023 by Ashley Rajamin, Contract Manager of Lumen Technology Network Infrastructure Services, who personally appeared before me and being personally known by me acknowledged that the foregoing statements are true and correct to the best of their knowledge.

Witness my hand and official seal.

Notary Public

My Commission Expires: _____

SilverStar Communications:

By:

Its:

STATE OF WYOMING)

)ss.

COUNTY OF TETON)

The foregoing instrument was subscribed and sworn to before me on this _____ day of _____, 2023 by _____, _____ of SilverStar Communications, who personally appeared before me and being personally known by me acknowledged that the foregoing statements are true and correct to the best of their knowledge.

Witness my hand and official seal.

Notary Public

My Commission Expires: _____

Charter-Time Warner Cable:

By:

Its:

STATE OF WYOMING)

)ss.

COUNTY OF TETON)

The foregoing instrument was subscribed and sworn to before me on this _____ day of _____, 2023 by _____, _____ of Charter-Time Warner Cable, who personally appeared before me and being personally known by me acknowledged that the foregoing statements are true and correct to the best of their knowledge.

Witness my hand and official seal.

Notary Public

My Commission Expires: _____

UTILITY EASEMENT AGREEMENT

This Utility Easement Agreement ("Agreement") is made and entered into on this _____ day of _____ 2023 ("Effective Date") by and between TOWN OF JACKSON, a municipal corporation of the State of Wyoming, with an address of P.O. Box 1687, Jackson, WY 83001 ("Grantor"), and the utility providers listed herein, their successors and assigns ("Grantee").

RECITALS

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

Lot 25 and Lot 36 of the Jackson Hole Meadows Addition to the Town of Jackson, according to that plat recorded in the Office of the Teton County Clerk on July 16, 1970 as Plat No. 191.

PIDN: 22-41-16-32-4-05-001 & 22-41-16-32-4-05-011 ("Grantor's Property")

WHEREAS, Grantee is a private utility company that constructs, inspects, maintains, repairs and replaces underground communication, internet, and cable conduits, and necessary and pertinent pedestal structures and other facilities associated with utility infrastructure (collectively "*utilities*");

WHEREAS, Grantor desires to grant and establish a perpetual non-exclusive easement to and for the benefit of Grantee in, under, over, through, across and on that portion of the Grantor's Property described on Exhibit A and as shown on Exhibit B ("Easement Area"), which easement encumbers the east, north, and west 10-foot strip of the Grantor's Property on Lot 25 and each NE and NW 10'x6' corner of the Grantor's Property on Lot 36, attached hereto and made a part hereof by this reference, according to the terms and conditions set forth herein;

WHEREAS, Grantee desires to use the Easement Area, for purposes of laying out, constructing, inspecting, operating, maintaining, and repairing new and existing portions of utilities;

WHEREAS, Grantor and Grantee desire to establish a non-exclusive easement to and for the benefit of Grantee on the Easement Area, according to the terms and conditions set forth herein.

NOW, THEREFORE, that for and in consideration of the aforesaid recitals, which are incorporated herein by this reference as if set forth in their entirety below and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, in hand paid, the receipt and sufficiency of which is hereby acknowledged and confessed, Grantor and Grantee do hereby

agree as follows:

1. Grant of Easement. Grantor hereby grants and conveys to Grantee a non-exclusive permanent easement in, on, over, under, across, and through the Easement Area for the following purposes: (i) constructing, installing, improving, operating, using, inspecting, repairing, maintaining, reconstructing, replacing, relocating and removing communication, internet and cable utilities, together with all and singular the rights and appurtenances, facilities, equipment and attachments thereto in any way belonging or related, including, without limitation, lines, pipelines, valves, manholes, manhole vents, lateral line connections, and junction boxes; and (ii) grading and slope construction, improvements, installation, replacement, use, inspection, operation, repair, reconstruction and maintenance, and related facilities and appurtenances, in, over, across, through, and under the Easement Area ("Easement Purpose"). Subject to the notice requirements of Section 4 herein, Grantee, its officers, officials, employees, agents, representatives, contractors, subcontractors, licensees, successors and assigns shall have the right and privilege to access the Easement Area for the Easement Purpose.

Subject to the notice requirements of Section 4 herein, Grantee has the right of ingress and egress upon, over and across as much of Grantor's adjacent lands as may be reasonably necessary for the purpose of constructing, installing, improving, operating, using, inspecting, repairing, maintaining, reconstructing, replacing, relocating, and removing utilities; the right to prevent possible interference with the operation of utilities and to remove possible hazards thereto and the right to prevent the construction within the Easement Area of any building, structure or other obstruction or encroachment which may endanger or interfere with the efficiency, safety and convenient operation of utilities and the appurtenances, facilities, equipment and attachments thereto.

2. Limitations on Grantee Use. Grantee shall exercise its rights granted above with due regard to the rights of others and their use thereof, and shall not use the Easement Area in a way that would impair the rights of Grantor or others. Grantee shall have no right to place, construct or maintain any above-ground buildings, structures, or improvements of any kind. "Above-ground" shall mean any buildings, structures, systems, or other improvements that are not level with, or below, the existing surface grade of the Easement Area.

3. Obstructions. Grantor agrees, for the consideration set forth herein, not to construct or place within the Easement Area (i) any buildings, structures, or other improvements of any nature whatsoever, or any shrubs, trees or other growth of any

kind, or otherwise interfere with the Grantee's rights granted hereunder, without the prior written consent of Grantee, except for those decks and/or sidewalks that are approved by Town of Jackson building permits and that must be installed and constructed so that they can be removed from the easement area.; (ii) any landscaping that impairs, interferes with, or obstructs the use of the Easement Area by Grantee without the prior written consent of Grantee. Grantee shall have the right to remove, and keep removed, all or parts of any improvement, or any shrub, tree, or other growth, of any character that is located within the Easement Area which endangers or in any way interferes with the construction, efficiency, or convenient and safe operation and maintenance of the utilities described herein or the exercise of Grantee's rights hereunder.

4. Notice of Maintenance Use of Easement. Grantee shall give Grantor at least fourteen (14) days' advance written notice of its intent to exercise its right under this Agreement for planned construction, repair, maintenance, and replacement of the utilities, and shall use reasonable efforts to notify Grantor of its intent to exercise its right under this Agreement for emergency or unplanned repair, maintenance, and replacement when such prior notice is feasible.

5. Restoration. Grantee covenants and warrants that the surface of the Easement Area, and all of Grantor's adjacent lands, buildings, structures and improvements, that are disturbed or impaired by Grantee's work, shall be restored within thirty (30) calendar days from completion of Grantee's work to an equivalent or better condition than it was found in immediately prior to the commencement of any work done by Grantee or Grantee's agents or contractors, excluding trees that were removed as a result of such work.

6. Indemnification. Grantee hereby agrees to defend and indemnify Grantor and to hold Grantor harmless from and against: i) any damage to the Easement Area; ii) any damage to Grantor's Property; iii) any injury to any party acting on behalf of Grantee that arises from or relates to, in whole or in part, the Easement Purposes; and iv) any other type of damage to any person or entity to the extent arising from this Agreement or the Easement Purposes. Notwithstanding anything to the contrary herein, Grantee shall not be obligated to defend, indemnify or hold harmless Grantor for any injury, claim or loss to the extent arising from the intentional misconduct, illegal acts, negligent acts or omissions of i) Grantor, its successors, assigns, employees, contractors or any other third party acting on Grantor's behalf, or ii) any third party performing acts not related to the Easement Purposes. Grantor will notify

Grantee in writing within five (5) calendar days of Grantor receiving notice of any claims against Grantor arising from or related to the Agreement from which Grantor is or will be seeking defense and indemnification from Grantee. Failure by Grantor to timely and properly provide to Grantee the notice required in this Section shall automatically extinguish and terminate Grantee's duties and obligations set forth in this Section. Nothing in this Agreement shall alter, amend, modify, or diminish the existing statutory, constitutional, or legal defenses of the Grantee in relation to such claims under Wyoming law.

7. Successors and Assigns. This Agreement shall constitute a covenant running with the land that binds and shall inure to the benefit of the parties and their heirs, assigns and successors in interest.

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

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

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

11. Governmental Immunity. Neither Grantor nor Grantee waive their sovereign or governmental immunity by entering this Agreement, and each fully retains all immunities and defenses provided by law with respect to any action based on or arising out of this Agreement.

12. No Assumption of Liability or Responsibility. All improvements or maintenance to the Easement Area necessary to ensure Grantee's access will be the sole responsibility of the Grantee.

13. Authority. Grantor covenants that Grantor is the owner of the above-described property and that the consideration recited herein shall constitute full and final payment for the Easement and for all damages sustained by Grantors by reason of the installation of the structures referred to herein.

14. Abandonment. In the event Grantee ceases or abandons use or operation of the utilities located within the Easement Area for a period of one (1) year, Grantee shall release Grantor and Grantor's Property from all rights, duties, obligations, and encumbrances created by this Agreement, and Grantee shall remove all visual improvements that Grantee placed, installed or constructed on Grantor's Property. Grantee shall have no obligation to remove subsurface improvements unless the abandonment of such improvements creates a health hazard or dangerous condition to Grantor's Property. Grantee shall have no right to resume the use of the Easement Area or the Easement Purposes after one (1) year of non-use. Grantor's failure to affirmatively request the release pursuant to this provision shall not be a defense to Grantee's obligation to release the Easement.

15. Attorney's Fees. In the event of a dispute between Grantor and Grantee, or their respective successors and assigns, that arises from or is related to the terms of this Agreement, the prevailing party shall be entitled to reimbursement of its reasonable attorneys' fees and costs from the non-prevailing party.

[REMAINDER OF PAGE IS INTENTIONALLY BLANK]

GRANTOR:
Town of Jackson

Hailey Morton Levinson, Mayor

ATTEST:

Riley Taylor, Town Clerk

GRANTEE

Lumen Technology:

Ashely Rajamin
Contract Manager, Network Infrastructure Services, Lumen Technology

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

The foregoing instrument was subscribed and sworn to before me on this ____ day of _____, 2023 by Ashley Rajamin, Contract Manager of Lumen Technology Network infrastructure Services, who personally appeared before me and being personally known by me acknowledged that the foregoing statements are true and correct to the best of their knowledge.

Witness my hand and official seal.

Notary Public

My Commission Expires: _____

SilverStar Communications:

By:

Its:

The foregoing instrument was subscribed and sworn to before me on this _____ day of _____, 2023 by _____, _____ of SilverStar Communications, who personally appeared before me and being personally known by me acknowledged that the foregoing statements are true and correct to the best of their knowledge.

Witness my hand and official seal.

Notary Public

My Commission Expires: _____

Charter-Time Warner Cable:

By:

Its:

The foregoing instrument was subscribed and sworn to before me on this _____ day of _____, 2023 by _____, _____ of Charter-Time Warner Cable, who personally appeared before me and being personally known by me acknowledged that the foregoing statements are true and correct to the best of their knowledge.

Witness my hand and official seal.

Notary Public

My Commission Expires: _____

EXHIBIT "A"
LEGAL DESCRIPTION OF
UTILITY EASEMENT

A STRIP OF LAND lying within Lot 25 and Lot 36 of the Jackson Hole Meadows Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on July 16, 1970 as Plat No. 191, said strip lying within the NE1/4SE1/4 of Section 32, T.41N., R.116W., 6th P.M., Teton County, Wyoming and being more particularly described as follows:

BEGINNING at the southwest corner of said Lot 25;

THENCE N00°41'47"E, 75.21 feet, along the western boundary line of said Lot 25 to the northwest corner of said Lot 25;

THENCE S89°19'52"E, 69.37 feet, along the northern boundary line of said Lot 25 to the northeast corner of said Lot 25;

THENCE S00°43'52"W, 74.93 feet, along the eastern boundary line of said Lot 25 to the southeast corner of said Lot 25;

THENCE S00°43'52"W, 6.00 feet departing said eastern boundary line of Lot 25 and continuing along the eastern boundary line of said Lot 49 to a point;

THENCE N89°33'30"W, 10.00 feet; departing said eastern boundary line of Lot 36 to a point;

THENCE N00°43'52"E, 70.97 feet, parallel with the east boundaries of said Lots 25 and 36, to a point;

THENCE N89°19'52"W, 49.36 feet, parallel with said north boundary of Lot 25, to a point;

THENCE S00°41'47"W, 71.17 feet, parallel with the west boundaries of said Lots 25 and 36, to a point;

THENCE N89°33'35"W, 10.00 feet to a point of intersection with the western boundary line of said Lot 36;

THENCE N00°41'47"E, 6.00 feet, along said western boundary to the **POINT OF BEGINNING**;

Said strip encompasses an area of 2114 square feet.

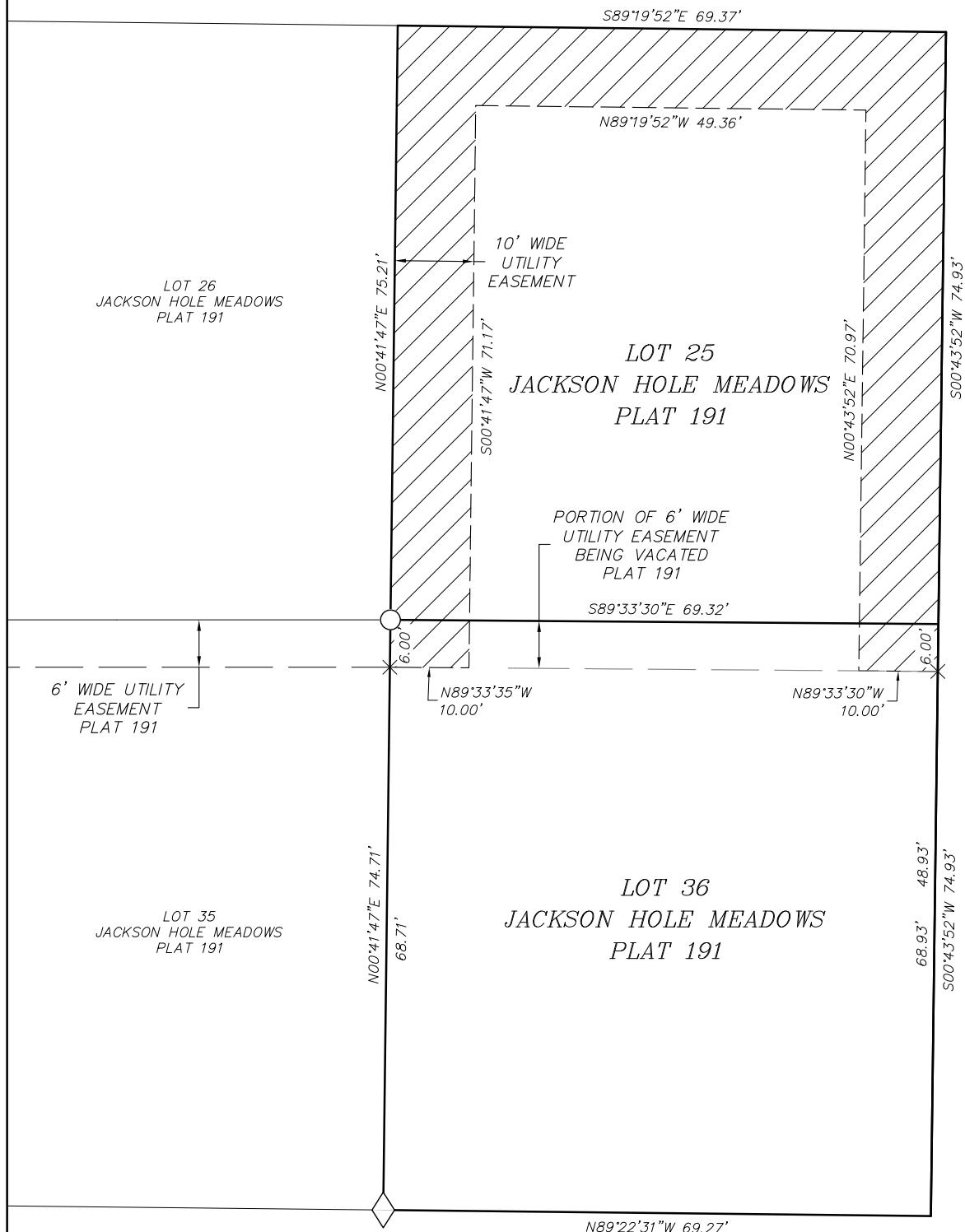
The Basis of Bearing for this legal description is N00°41'47"E, along the western boundary line of said Lot 25 and Lot 36.

May 4, 2023

Jorgensen Associates, Inc.

P:\2022\22132-Toby Long-Scott Lane Workforce Housing\60-Survey\Docs\22132_2023-05-03_Utility Easement Description.docx

SMITH LANE



LEGEND



T-stake without cap



reinforcing steel bar with 2 1/2" diameter
aluminum cap inscribed "PLS 3889"



no monument found or set,
shown for clarity



- boundary, subject property



- boundary, adjoining property



boundary, easement, as noted



- boundary, record easement, being vacated

*EXHIBIT A
ILLUSTRATIVE MAP
TO ACCOMPANY
LEGAL DESCRIPTION OF
A UTILITY EASEMENT*

LOCATED WITHIN
Section 32
T. 41 N., R. 116 W., 6th P.M.
Teton County, Wyoming
Page 2 of 2



JORGENSEN

JACKSON, WYOMING 307.733.5150

PREPARED BY: UC

MAP PREPARED: 5/03/2023

PROJECT NUMBER: 22132