



# TOWN OF JACKSON PLANNING & BUILDING DEPARTMENT

## TRANSMITTAL MEMO

**Town of Jackson**

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

**Joint Town/County**

- Parks and Recreation
- Pathways
- Joint Housing Dept

**Teton County**

- Planning Division

- Engineer
- Surveyor- *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: April 25, 2024

Item #: P24-059

Planner: Tyler Valentine

Phone: 733-0440 ext. 1305

Email: [tvalentine@jacksonwy.gov](mailto:tvalentine@jacksonwy.gov)

**Owner**

Mogul Hospitality Partners-Jackson, LLC  
PO Box 998  
Midway, UT 84049

**Applicant**

Summit Consulting Group  
Randy Schrauder  
PO Box 6482  
Jackson, WY 83002

**REQUESTS:**

The applicant is submitting a request for a Zoning Compliance Verification for a boundary adjustment between 1050, 1060 and 1080 South Park Loop Road, legally known as:

PT NE1/4 NE1/4, SEC. 6, TWP. 40, RNG. 116  
PT LOT 1 & PT. LOT 2, SEC. 6 TWP. 40, RNG. 116  
PT LOT 2, SEC. 6, TWP. 40, RNG. 116

Respective PIDNs:

22-40-16-06-1-00-010  
22-40-16-06-1-00-011  
22-40-16-06-1-00-012

For questions, please call Tyler Valentine at 733-0440, x1305 or email to the address shown below. Thank you.

**Please respond by: May 16, 2024 (with Comments)**

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



# **ZONING COMPLIANCE VERIFICATION (ZCV) BOUNDARY ADJUSTMENT (BDJ)**

**MOGUL HOSPITALITY PARTNERS –  
JACKSON, LLC**

**Location:**

PT LOT 1 & LOT 2, NE1/4 NE1/4, SEC. 6, TWP. 40, RNG. 116  
PIDN: 22-40-16-06-1-00-010, 011 & 012  
1050, 1060 & 1080 South Park Loop Road  
Town of Jackson, Wyoming

**Prepared For:**

Mogul Hospitality Partners - Jackson, LLC  
c/o Rachel Lambert, VP of Construction  
PO Box 998  
Midway, UT 84049-0998  
[rachell@mogulcapital.com](mailto:rachell@mogulcapital.com)  
(602) 885-2342

**SCG Project No. 164211**

Delivered: April 9, 2024



April 9, 2024

Town of Jackson Planning and Building  
 PO Box 1687  
 150 E Pearl Street  
 Jackson, WY 83001  
 (Ph) [307-733-0440](tel:307-733-0440)  
[planning@jacksonwy.gov](mailto:planning@jacksonwy.gov)

**RE: ZONING COMPLIANCE VERIFICATION - BOUNDARY ADJUSTMENT (BDJ)**  
**Property Owner - Mogul Hospitality Partners - Jackson, LLC**  
**Town of Jackson, Wyoming**

Hello,

Please accept this zoning compliance verification (ZCV) for a boundary adjustment (BDJ) request package on behalf of the property owner, Mogul Hospitality Partners - Jackson, LLC (Mogul). Rachel Lambert, VP of Construction for Mogul, is the owners' designated contact. Please copy Rachel (rachell@mogulcapital.com, 602.885.2342) on all correspondences regarding this application.

This submittal includes the following files:

1. Planning Permit Application for Zoning Compliance Verification (ZCV)
2. Letter of Authorization
3. The property deeds of record
4. Condition of Title Guarantee
5. Exhibit A – Existing Boundary & Easement Map
6. Exhibit B – Proposed Boundary & Easement Map
7. Exhibit C – Overall Proposed Conditions Site Plan

The permit application fee will be paid via phone, upon confirmation of receipt from TOJ.

The subject property addresses are 1050, 1060 and 1080 South Park Loop Road and are under Mogul Hospitality Partners – Jackson, LLC ownership. The properties are between Middle School Road to the west and Gregory Lane to the east. The previous development included a mix of older residential and light industrial uses.

The attached Exhibit A – Existing Boundary & Easement Map illustrates the three (3) adjacent properties. The project encompasses three (3) separate properties with a combined gross site area of 2.09-acres. The magenta lines demarcate the current property boundaries. There are existing maps of survey associated with these properties - T-304B, T-311D and T-312A. Several easements have



been dedicated across these properties – specifically related to stormwater, sanitary sewer and other utilities. The green lines outline the existing utility easements. Refer to the Condition of Title Guarantee for more detail.

The proposed project, *The Loop*, intends to combine the three (3) adjacent properties into a single property and develop as market rate and workforce apartment housing. The Loop seeks compliance with the Commercial Residential-3 (CR-3) zone district and other aspects of the LDRs. As defined within the LDRs, the intent of the (CR-3) zone is to provide for mixed-uses, such as retail, office and residential. This project is comprised of residential uses only.

Section 7.8.4. – Workforce Housing Floor Area Bonus is applied to this project. By applying the workforce housing floor area bonus for apartments, the volume of building allowed by the minimum setbacks and maximum height exceeds the volume of building allowed by the standard CR-3 FAR for this property. For this project, the maximum unrestricted floor area to restricted floor area is a 2:1 ratio.

The standard CR-3 zone is limited to 3-story structures with a 46-ft height limit. This project is following Section 2.2.12.E.4. Workforce Housing Incentive for Additional Height, which allows 4-story structures with a height limit of 48-feet. Additional compliance includes, but not limited to, a site with a gross area of at least 2-acres and a distribution of workforce and market rate housing within the development. A site means the entire area of land (a portion of a lot or multiple lots of record) on which a use or development is existing or proposed. Other details regarding the zone district, workforce housing incentive and FAR were deliberated and approved as part of the projects' Final Development Plan.

As discussed with the Town of Jackson (TOJ) Planning Department, a ZCV for a BDJ would be required with the purpose to ensure that the adjustment of property lines results in configurations that comply with the standards of the CR-3 zone district and the Workforce Housing Floor Area Bonus – which is to maintain a gross area of at least 2-acres. This BDJ follows Section 8.5.6. – Boundary Adjustment of the LDRs as the adjustment of the boundaries between the three (3) adjacent properties of record involves the complete merger of the properties into a single property. The three (3) properties are not within a subdivision and not subject to HOA and, therefore, are exempt from the standards of Section 8.5.4. – Subdivision Plat.

The attached Exhibit B – Proposed Boundary & Easement Map illustrates the newly created single property along with the associated on-site easements. Easements related to South Park Loop Road right-of-way (B159P711 & B8P611) shall remain as-is. The magenta lines demarcate the proposed property boundary, which is a gross area of 2.09-acres, more or less. The green lines outline the existing and proposed utility easements. The only existing easement to remain is the Mountain States Telephone and Telegraph easement located in the NW corner of the property. The proposed sanitary and stormwater easements will be dedicated to TOJ as these utilities will be owned and operated by TOJ. The newly created single property will remain unplatting and in private ownership by Mogul.



Exhibit C – Overall Proposed Conditions Site Plan has been provided for context. The proposed development will consist of two separate buildings on a single property.

Mogul is requesting this ZCV so that the proposed boundary adjustment can proceed. Once the site is reconfigured into a single property to meet the 2-acre gross area minimum, the 4-story structure incentive under 2.2.13.E.4.c be recognized. Additional conditions are as follows:

1. No additional lots of record are created.
2. The resulting lot of record complies with the CR-3 zone in which it is located.
3. The applicability and required documents portions of the BDJ section are and will be met.
4. The application complies with all other relevant standards of the LDRs and other Town Ordinances.
5. The application is in substantial conformance with all standards or conditions of any prior applicable permits or approvals.

Following the approval of the ZCV - BDJ, a new map of survey (T-map) and a conveyance instrument (Quit Claim Deed) which will legally merge the three (3) adjoining lots into one (1) lot.

We appreciate the opportunity to work with you on this project.

Sincerely,

**Summit Consulting Group, LLC**

A handwritten signature in black ink, appearing to read 'Randy Schrauder, P.E.' The signature is fluid and cursive.

**Randy Schrauder, P.E.**

Attachments:



**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.com/200/Planning](http://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](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



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: 04/29/2022

## 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 : Mogul Hospitality Partners - Jackson, LLC and/or Midway Hospitality Partners, LLC and/or Christensen Brothers, LLC

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

Name of property owner as listed on deed

Address of Premises: 1080, 1060 & 1050 S Park Loop Road, Jackson, WY

Legal Description: PT NE1/4 NE1/4, SEC.6, TWP.40, RNG. 116

PIDN: 22-40-16-06-1-00-010/

Please attach additional sheet for additional addresses and legal descriptions

22-40-16-06-1-00-011/ 22-40-16-06-1-00-012

And, that the person named as follows: Name of Applicant/agent: Randy Schrauder/ Summit Consulting Group

Mailing address of Applicant/agent: PO Box 6482, Jackson WY 83002

Email address of Applicant/agent: randy@scgengineering.com

Phone Number of Applicant/agent: 307-413-4399

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) N/A

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.

Bradley Wagstaff  
Property Owner Signature

Managing Partner

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

STATE OF Utah )

COUNTY OF Wasatch ) SS.

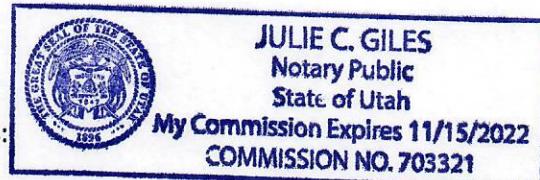
)

The foregoing instrument was acknowledged before me by Bradley Wagstaff this 9 day of May, 2022. WITNESS my hand and official seal.

Julie C. Giles  
Notary Public

My commission expires:

11/15/2022



GRANTOR: MIDWAY HOSPITALITY PARTNERS LLC  
GRANTEE: MOGUL HOSPITALITY PARTNERS - JACKSON  
Doc 1064502 Filed At 13:07 ON 08/02/23  
Maureen Murphy Teton County Clerk fees: 15.00  
By Corrina Dorman Deputy Clerk

RECORDED FOR  
ACCOMMODATION ONLY

SPECIAL WARRANTY DEED

MIDWAY HOSPITALITY PARTNERS, LLC, a Delaware limited liability company, GRANTOR, hereby conveys and warrants to MOGUL HOSPITALITY PARTNERS - JACKSON, LLC, a Utah limited liability company, GRANTEE, whose address is 376 Gateway Drive, Suite 201, Heber City, Utah 84032, for the sum of \$10.00 and other good and valuable consideration, a 62.6% undivided interest in the following described real property in Teton County, Wyoming, to wit:

That part of a tract of record in the Office of the Clerk of Teton County, Wyoming in Book 42 of Photo on pages 93 and 94 being part of Lot 1 (NE $\frac{1}{4}$ NE $\frac{1}{4}$ ), Section 6, T40N, R116W, 6th P.M. of said County described as follows from notes taken during an actual survey;

COMMENCING at the northeast corner of a tract of record in said Office of Book 8 of Deeds on Page 507, marked by a one inch diameter iron pipe, which is S63°-53'-57"W, 1228.97 feet from the northeast corner of said Section 6; THENCE N18°-45'-33"E, 29.90 feet to the northeast corner of the tract of record in said Book 42 on the southeast right-of-way line of South Park County Road 22-1, marked by a one inch diameter iron pipe; THENCE S50°-44'-15"W, 88.25 feet along the north line of said tract and said right-of-way line to the POINT OF BEGINNING;

THENCE S26°-55'-00"E, 149.39 feet to a point on the south line of said tract, identical with the south line of the tract of record in said Book 8;

THENCE S57°-10'-28"W, 89.24 feet along said south line to a point for the southwest corner of the tract of record in said Book 42;

THENCE N32°-47'-06"W, 33.85 feet along the west line of said tract to an one inch diameter iron pipe;

THENCE continuing N32°-47'-06"W, 97.78 feet along said west line to an angle point;

THENCE N25°-20'-30"W, 26.00 feet along said west line to a point on said right-of-way line for the northwest corner of said tract;

THENCE N64°-58'-28"E, 81.69 feet along the north line of said tract and said right-of-way line to an angle point marked by an one inch diameter iron pipe;

THENCE N50°-44'-11"E, 20.34 feet along said north line to the POINT OF BEGINNING.

PIDN: 22-40-16-06-1-00-010

Grantor shall and will specially warrant that the title to the aforesaid property is free from defects or encumbrances created or suffered by Grantor and will forever defend the property conveyed by the within deed, and every part thereof, against every person lawfully claiming the same, or any part thereof, by, through, or under Grantor, and no other.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed as of July 31, 2023.

MIDWAY HOSPITALITY PARTNERS, LLC, a  
Delaware limited liability company

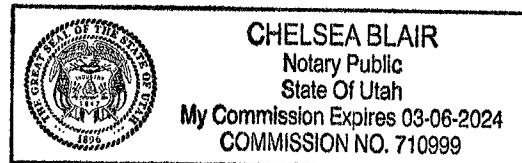
By: Bradley Naastuff  
Name: BRADLEY NAASTUFF  
Its: Manager

STATE OF Utah)  
: ss.  
COUNTY OF Wasatch)

The foregoing instrument was acknowledged before me this 31 day of July, 2023 by Bradley Naastuff as the Manager of Midway Hospitality Partners, LLC, a Delaware limited liability company.

Witness my hand and official seal.

CRW  
NOTARY PUBLIC  
My Commission Expires: 31/6/24



Wyoming Title & Escrow - Jackson  
1110 Maple Way  
Jackson, Wyoming 83001

GRANTOR: CHERUBIM LLC  
GRANTEE: MOGUL HOSPITALITY PARTNERS - JACKSON LLC  
Doc 1025535 Filed At 13:08 ON 10/05/21  
Maureen Murphy Teton County Clerk fees: 21.00  
By Corrina Dorman Deputy Clerk

**1060 SOUTH PARK LOOP ROAD**

**WARRANTY DEED**

Cherubim, LLC, a Wyoming limited liability company, GRANTOR(S), of PO Box 8682, Jackson, WY 83002, for Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, CONVEY(S) AND WARRANT(S) TO Mogul Hospitality Partners - Jackson, LLC, a Utah limited liability company, GRANTEE(S), whose address is PO Box 998, Midway, UT 84049, the following described real estate, situated in the County of Teton, State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit:

See attached Exhibit A

Together and including all improvements thereon, and all appurtenances and hereditaments thereunto belonging. Subject to general taxes for the year of closing, local improvement districts, guaranteed revenues to utility companies, building and zoning regulations, city, county and state subdivision and zoning laws, easements, restrictive covenants, and reservations of record.

WITNESS the due execution and delivery of this Warranty Deed this 4th  
day of October, 2021.

Cherubim, LLC, a Wyoming limited liability company

By: Michael Pruett  
Michael Pruett, Member

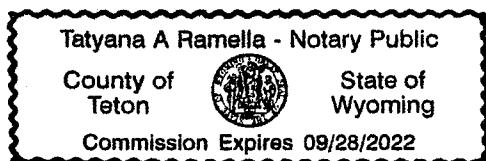
By: Dawn Pruett  
Dawn Pruett, Member

STATE OF Wyoming )  
COUNTY OF Teton ) ss.  
                          )

The foregoing instrument was acknowledged before me by Michael Pruett and  
Dawn Pruett, Members of Cherubim, LLC, a Wyoming limited liability company, this  
4th day of October, 2021.

WITNESS my hand and official seal.

(SEAL)



Signature of Notarial Officer Tatyana Ramella  
Title and Rank Notary Public  
My Commission Expires 9/28/2022

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

This tract of land may be described as being a portion of Lot 1, or the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 6, and a portion of Lot 2, or the NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 6, all in Township 40 North, Range 116 West of the Sixth Principal Meridian, in Teton County, Wyoming.

This tract of land may be more particularly described by metes and bounds as follows:

Commencing at a point which lies 1379 feet west and 728.4 feet south of the northeast corner of Section 6, in Township 40 North, Range 116 West of the Sixth Principal Meridian, in Teton County, Wyoming, which point also coincides with the northwest corner of a tract of land previously deeded to Mr. E. M. Woodward by Mr. Noble Gregory, Sr., and recorded in Book 8 of Deeds on Page 507, of the records of the Teton County Clerk and Recorder, thence bearing North 62° 05' East, for a distance of 26 feet to the POINT OF BEGINNING,

thence bearing North 5° 08' West, for a distance of 29 feet,  
thence bearing North 62° 24' East, for a distance of 129.7 feet,  
thence bearing South 27° 55' East, for a distance of 26 feet,  
thence bearing South 62° 05' West, for a distance of 141 feet, more or less, to the point of beginning

...AND...

This tract of land may be described as being a portion of Lot 1, or the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 6, and a portion of Lot 2, or the NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 6, all in Township 40 North, Range 116 West of the Sixth Principal Meridian, in Teton County, Wyoming.

This tract of land may be more particularly described by metes and bounds as follows:

Commencing at a point which lies 1379 feet west and 728.4 feet south of the northeast corner of Section 6, in Township 40 North, Range 116 West of the Sixth Principal Meridian, in Teton County, Wyoming, which point also coincides with the northwest corner of a tract of land previously deeded to Mr. E. M. Woodward., by Mr. Noble Gregory, Sr., and recorded in Book 8 of Deeds on Page 507, of the records of the Teton County Clerk and Recorder, thence bearing North 62° and 05' East, for a distance of 26 feet to the POINT OF BEGINNING,

thence bearing North 62° 05' East, for a distance of 141 feet,  
thence bearing South 33° 10' East for a distance of 129 feet, more or less, to a point on the south boundary of said Woodward Tract,  
thence bearing South 57° 07' West, for a distance of 53.8 feet,  
thence bearing South 63° 49' West, for a distance of 67 feet,  
thence bearing South 73° 49' West, for a distance of 81.4 feet,

thence bearing North 5° 08' West, for distance of 123.9 feet, more or less, to the point of beginning.

PIDN: 22-40-16-06-1-00-011

RECORDED FOR  
ACCOMMODATION ONLY

GRANTOR: CHRISTENSEN BROTHERS LLC  
GRANTEE: MOGUL HOSPITALITY PARTNERS - JACKSON  
Doc 1065025 Filed At 16:15 ON 08/10/23  
Maureen Murphy Teton County Clerk fees: 15.00  
By Corrina Dorman Deputy Clerk

**SPECIAL WARRANTY DEED**

Christensen Brothers, LLC, a Washington limited liability company, GRANTOR, hereby conveys and warrants to MOGUL HOSPITALITY PARTNERS - JACKSON, LLC, a Utah limited liability company, GRANTEE, whose address is 376 Gateway Drive, Suite 201, Heber City, Utah 84032, for the sum of \$10.00 and other good and valuable consideration, a 31.3% undivided interest in the following described real property in Teton County, Wyoming, to wit:

A parcel of land located within Lot 2, Section 6, T40N, R116W, 6th P.M., Teton County, Wyoming, said parcel being more particularly described as follows:

Beginning at a point monumented by a 1 inch diameter iron pipe, from which the northeast corner of said Section 6 bears N66° 42' 53"E, 1824.12 feet;

THENCE S08° 34' 09"E, 2.80 feet to a point;

THENCE continuing S08° 34' 09"E, 112.70 feet to a point;

THENCE continuing S08° 34' 09"E, 39.88 feet to a point;

THENCE S74° 26' 48"W, 21.48 feet to a point;

THENCE S71° 14' 01"W, 166.79 feet to a point;

THENCE S71° 35' 56"W, 92.30 feet to a point;

THENCE N09° 45' 04"W, 188.00 feet to a point monumented by a 1 inch diameter iron pipe;

THENCE continuing N09° 45' 04"W, 9.52 feet to a point;

THENCE continuing N09° 45' 04"W, 7.48 feet to a point;

THENCE N81° 46' 23"E, 280.66 feet to the Point of Beginning.

PIDN: 22-40-16-06-1-00-012

Grantor shall and will specially warrant that the title to the aforesaid property is free from defects or encumbrances created or suffered by Grantor and will forever defend the property conveyed by the within deed, and every part thereof, against every person lawfully claiming the same, or any part thereof, by, through, or under Grantor, and no other.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed as of July 31, 2023.

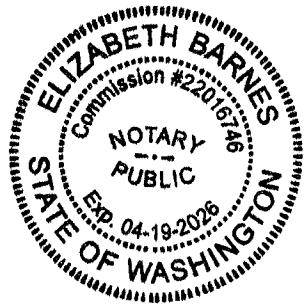
Christensen Brothers, LLC, a Washington limited liability company

By: ABC  
Name: Anthony Christensen  
Its: Manager

STATE OF Washington )  
: ss.  
COUNTY OF Benton )

The foregoing instrument was acknowledged before me this 31 day of July, 2023 by  
Anthony Christensen as the Manager of Christensen Brothers, LLC, a Washington limited  
liability company.

Witness my hand and official seal.



Elizabeth Barnes  
NOTARY PUBLIC  
My Commission Expires: 4/19/2026



*First American Title*™

## Condition of Title Guarantee

ISSUED BY

**First American Title Insurance Company**

# Guarantee

GUARANTEE NUMBER

**50036956-0006072e**

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

---

**First American Title Insurance Company**

Kenneth D. DeGiorgio, President

Greg L. Smith, Secretary

For Reference:

**File #:** W-30085

**Policy #:** 50036956-0006072e

This jacket was created electronically and constitutes an original document

## EXCLUSIONS FROM COVERAGE

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

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

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

## GUARANTEE CONDITIONS

### 1. Definition of Terms.

The following terms when used in the Guarantee mean:

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

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

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

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

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

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

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

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

## GUARANTEE CONDITIONS (Continued)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## GUARANTEE CONDITIONS (Continued)

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

### 11. Arbitration.

Provision intentionally deleted.

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

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

### 13. Severability.

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

### 14. Choice of Law; Forum.

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

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

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

### 15. Notices, Where Sent.

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

## Condition of Title Guarantee SCHEDULE A

Order No.: W-30085

Guarantee No.: 50036956-0006072e

Date of Guarantee: March 4, 2024 at 1:56PM

Amount of Liability: \$600.00

Premium: \$500.00

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1. Name of Assured:

**Mogul Capital**

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:

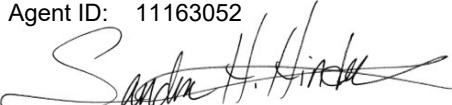
**As to Parcel 1 and 2: Mogul Hospitality Partners-Jackson, LLC, a Utah limited liability company**

**As to Parcel 3: Mogul Hospitality Partners - Jackson, LLC, a Delaware limited liability company and Mogul Hospitality Partners-Jackson, LLC, a Utah limited liability company**

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

Issued By:

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

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

## 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.

#### AS TO ALL PARCELS:

- 8. General taxes for the year 2024, and subsequent years, a lien in the process of assessment, not yet due or payable.  
Tax ID No.: OJ-003229 (Parcel 1)  
1st Installment: \$4,057.63 PAID  
2nd Installment: \$4,057.62 OPEN
- 9. Taxes, special and general, assessment districts and service areas for the year 2023.

Taxes, special and general, assessment districts and service areas for the year 2023.  
Tax ID No.: OJ-003230 (Parcel 2)  
1st Installment: \$5,913.24 PAID

2nd Installment: \$5,913.24 OPEN

Taxes, special and general, assessment districts and service areas for the year 2023.

Tax ID No.: OJ-003232 (Parcel 3)

1st Installment: \$10,977.51 PAID

2nd Installment: \$10,977.50 OPEN

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

There is no interest on the 1st half if the entire tax is paid in 1 full payment on or before December 31st of the tax year.

10. Assessments for the Town of Jackson, if any, which are excluded from the coverage afforded hereby.
11. Rights of the public as to that portion of the herein described property lying within South Park Loop Road aka South Park County Road No. 22-1, a public road.
12. Rights of upper and lower riparian owners in and to the free and unobstructed flow of the water of the ditch/canal/creek extending through the land, without diminution.
13. Riparian or water rights, claims, or title to water whether or not shown by the public records.
14. Any loss or damage suffered as a consequence of loss or gain of land as a result of any change in the ditch/canal/creek bed location or thread of the ditch/canal/creek through accretion, reliction, erosion or avulsion of the thread, bed or banks of the ditch/canal/creek that lie within or affect subject property.
15. AS TO PARCELS 1 AND 2:
16. All matters as delineated on the Official Map to Accompany Lot Division Permit for Lavonne M. Klemp, on file and of record with the Teton County Clerk, Official Records of Teton County, State of Wyoming, Map No. T-309B.  
[Map T-309B](#)
17. Encroachment Agreement by and between LaVonne M. Kemp and Joanna Johnson, including the terms and conditions contained therein, recorded January 25, 1981, as (book) 108 (page) 112, Official Records.  
[B108P112](#)
18. All matters as delineated on the Official Map of Survey for Mildred J. Bagley and Joanna Johnson, on file and of record with the Teton County Clerk, Official Records of Teton County, State of Wyoming, Map No. T-304B.  
[Map T-304B](#)
19. Resolution in regard to South Park County Road No. 22-1, including the terms and conditions contained therein, recorded October 10, 1984, as (book) 159 (page) 711, Official Records.  
[B159P711](#)
20. All matters as delineated on the Official Revised Map of Survey for Hahn-Klemp-Bagley-Johnson, on file and of record with the Teton County Clerk, Official Records of Teton County, State of Wyoming, Map No. T-311D.  
[Map T-311D](#)

21. Right of Way Easement, including the terms and conditions contained therein, as granted to Teton County, Wyoming, recorded July 8, 1988, as (book) 201 (page) 922, Official Records.  
[B201P922](#)
22. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as that Right of Way Easement recorded September 19, 1989, as , Official Records:  
[B215P608](#)
23. Easement (County Stormwater and Drainage Disposal System), recorded October 6, 1998, as (instrument) 475083 (book) 362 (page) 955, Official Records. (Parcel 2)  
[B362P955](#)
24. An easement over said land for electric distribution circuits and incidental purposes, as granted to Lower Valley Power and Light, Inc., recorded August 17, 1999, as (book) 382 (page) 1171, Official Records.  
[B382P1171](#)

AS TO PARCEL 3:

25. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as granted to State of Wyoming in a document recorded November 5, 1956, as (book) 8 of Mixed Records (page) 511, Official Records:  
Purpose: RIGHT OF WAY  
[B8P511](#)
26. All matters shown by Record of Survey T-312A recorded June 10, 1985, as (instrument) 259377 (book) 1 of Maps (page) 209, Official Records.  
[T-312A](#)
27. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as granted to The Mountain States Telephone and Telegraph Company in a document recorded August 8, 1977, as (book) 60 (page) 390, Official Records: Purpose: COMMUNICATION FACILITIES  
[B60P390](#)
28. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as granted to Teton County, Wyoming in a document recorded September 19, 1989, as (book) 215 (page) 625, Official Records:  
Purpose: RIGHT OF WAY FOR UNDERGROUND CABLES, PIPELINES, MAINS OR SEWERS  
[B215P625](#)
29. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as granted to Lower Valley Energy in a document recorded September 30, 2004, as (book) 565 (page) 792, Official Records:  
Purpose: ELECTRIC  
[B565P792](#)

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

## EXHIBIT "A" – LEGAL DESCRIPTION

### PARCEL 1:

That part of a tract of record in the Office of the Clerk of Teton County, Wyoming in Book 42 of Photo on pages 93 and 94 being part of Lot 1 (NE $\frac{1}{4}$ NE $\frac{1}{4}$ ), Section 6, T40N, R116W, 6th P.M. of said County described as follows from notes taken during an actual survey;

COMMENCING at the northeast corner of a tract of record in said Office of Book 8 of Deeds on Page 507, marked by a one inch diameter iron pipe, which is S63°-53'-57"W, 1228.97 feet from the northeast corner of said Section 6; THENCE N18°-45'-33"E, 29.90 feet to the northeast corner of the tract of record in said Book 42 on the southeast right-of-way line of South Park County Road 22-1, marked by a one inch diameter iron pipe; THENCE S50°-44'-15"W, 88.25 feet along the north line of said tract and said right-of-way line to the POINT OF BEGINNING;

THENCE S26°-55'-00"E, 149.39 feet to a point on the south line of said tract, identical with the south line of the tract of record in said Book 8;

THENCE S57°-10'-28"W, 89.24 feet along said south line to a point for the southwest corner of the tract of record in said Book 42;

THENCE N32°-47'-06"W, 33.85 feet along the west line of said tract to a one inch diameter iron pipe;

THENCE continuing N32°-47'-06"W, 97.78 feet along said west line to an angle point;

THENCE N25°-20'-30"W, 26.00 feet along said west line to a point on said right-of-way line for the northwest corner of said tract;

THENCE N64°-58'-28"E, 81.69 feet along the north line of said tract and said right-of-way line to an angle point marked by a one inch diameter iron pipe;

THENCE N50°-44'-11"E, 20.34 feet along said north line to the POINT OF BEGINNING.

### PARCEL 2:

This tract of land may be described as being a portion of Lot 1, or the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 6, and a portion of Lot 2, or the NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 6, all in Township 40 North, Range 116 West of the Sixth Principal Meridian, in Teton County, Wyoming.

This tract of land may be more particularly described by metes and bounds as follows:

Commencing at a point which lies 1379 feet west and 728.4 feet south of the northeast corner of Section 6, in Township 40 North, Range 116 West of the Sixth Principal Meridian, in Teton County, Wyoming, which point also coincides with the northwest corner of a tract of land previously deeded to Mr. E. M. Woodward by Mr. Noble Gregory, Sr., and recorded in Book 8 of Deeds on Page 507, of the records of the Teton County Clerk and Recorder, thence bearing North 62° 05' East, for a distance of 26 feet to the POINT OF BEGINNING,

thence bearing North 5° 08' West, for a distance of 29 feet,

thence bearing North 62° 24' East, for a distance of 129.7 feet,

thence bearing South 27° 55' East, for a distance of 26 feet,

thence bearing South 62° 05' West, for a distance of 141 feet, more or less, to the point of beginning

...AND...

This tract of land may be described as being a portion of Lot 1, or the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 6, and a portion of Lot 2, or the NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 6, all in Township 40 North, Range 116 West of the Sixth Principal Meridian, in Teton County, Wyoming.

This tract of land may be more particularly described by metes and bounds as follows:

Commencing at a point which lies 1379 feet west and 728.4 feet south of the northeast corner of Section 6, in Township 40 North, Range 116 West of the Sixth Principal Meridian, in Teton County, Wyoming, which point also coincides with the northwest corner of a tract of land previously deeded to Mr. E. M. Woodward., by Mr. Noble Gregory, Sr., and recorded in Book 8 of Deeds on Page 507, of the records of the Teton County Clerk and Recorder, thence bearing North 62° and 05' East, for a distance of 26 feet to the POINT OF BEGINNING,

thence bearing North 62° 05' East, for a distance of 141 feet,  
thence bearing South 33° 10' East for a distance of 129 feet, more or less, to a point on the south boundary of said Woodward Tract,  
thence bearing South 57° 07' West, for a distance of 53.8 feet,  
thence bearing South 63° 49' West, for a distance of 67 feet,  
thence bearing South 73° 49' West, for a distance of 81.4 feet,  
thence bearing North 5° 08' West, for distance of 123.9 feet, more or less, to the point of beginning.

### PARCEL 3:

A parcel of land located within Lot 2, Section 6, T40N, R116W, 6th P.M., Teton County, Wyoming, said parcel being more particularly described as follows:

Beginning at a point monumented by a 1 inch diameter iron pipe, from which the northeast corner of said Section 6 bears N66° 42' 53"E, 1824.12 feet;  
Thence S08° 34' 09"E, 2.80 feet to a point;  
Thence continuing S08° 34' 09"E, 112.70 feet to a point;  
Thence continuing S08° 34' 09"E, 39.88 feet to a point;  
Thence S74° 26' 48"W, 21.48 feet to a point;  
Thence S71° 14' 01"W, 166.79 feet to a point;  
Thence S71° 35' 56"W, 92.30 feet to a point;  
Thence N09° 45' 04"W, 188.00 feet to a point monumented by a 1 inch diameter iron pipe;  
Thence continuing N09° 45' 04"W, 9.52 feet to a point;  
Thence continuing N09° 45' 04"W, 7.48 feet to a point;  
Thence N81° 46' 23"E, 280.66 feet to the Point of Beginning.

PIDN: 22-40-16-06-1-00-010, 22-40-16-06-1-00-011, 22-40-16-06-1-00-012

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:

1050 South Park Loop Road, Jackson, WY 83001  
1060 South Park Loop Road, Jackson, WY 83001  
1080 South Park Loop Road, Jackson, WY 83001

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



**Placer Title Co., Centric Title and Escrow, Montana Title and Escrow, National Closing Solutions, National Closing Solutions of Alabama, National Closing Solutions of Maryland, North Idaho Title Insurance, Placer Title Insurance Agency of Utah, Premier Reverse Closings, Premier Title Agency, Texas National Title, Washington Title and Escrow, Western Auxiliary Corp., Wyoming Title and Escrow**

## NOTICE AT COLLECTION AND PRIVACY POLICY

Updated December 1, 2022

This Privacy Policy (“Policy”) describes how Mother Lode Holding Company and its subsidiaries and affiliates (collectively, “Mother Lode,” “we,” “us,” or “our”) collect, use, store, and share your information when: (1) when you access or use our websites, mobile applications, web-based applications, or other digital platforms where this Policy is posted (“Sites”); (2) when you use our products

and services ("Services"); (3) when you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method ("Communications"); and (4) when we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies ("Third Parties").

This Policy applies wherever it is posted. To the extent a Mother Lode subsidiary or affiliate has different privacy practices, such entity shall have their own privacy statement posted as applicable.

**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.mlhc.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.mlhc.com/privacy-policy>.

**How Do We Share Your Information?** We do not sell your personal 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; (4) to subsidiaries and affiliates; and (5) for legal process and protection. To learn more about how we share your information, please visit <https://www.mlhc.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.mlhc.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** [privacy@mlhc.com](mailto:privacy@mlhc.com) or toll free at 1-877-626-0668

#### **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, as amended by the California Privacy Rights Act and its implementing regulations ("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.mlhc.com/privacy-policy](https://www.mlhc.com/privacy-policy) or call toll-free at 1-877-626-0668. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at [www.mlhc.com/privacy-policy](https://www.mlhc.com/privacy-policy) or by calling toll-free at 1-877-626-0668.

**Right to Correct.** You have a right to request that we correct your personal information. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for correction, go to our online privacy policy at [www.mlhc.com/privacy-policy](https://www.mlhc.com/privacy-policy) or call toll-free at 1-877-626-0668.

**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.mlhc.com/privacy-policy](https://www.mlhc.com/privacy-policy) or call toll-free at 1-877-626-0668. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at [www.mlhc.com/privacy-policy](https://www.mlhc.com/privacy-policy) or by calling toll-free at 1-877-626-0668.

**Verification Process.** For a request to know, correct 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 and Share.** We have not sold or shared the personal information of California residents in the past 12 months. To the extent any Mother Lode affiliated entity has a different practice, it will be stated in the applicable privacy policy. We do not knowingly sell or share the personal information of any California resident 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, Mother Lode 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, how we have used that information, and how we share that information, please see "California Privacy Rights Act and Disclosures" in <https://www.mlhc.com/privacy-policy>.

**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 "California Privacy Rights Act and Disclosures" in <https://www.mlhc.com/privacy-policy>.

## GRAMM-LEACH-BLILEY ACT PRIVACY POLICY NOTICE

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

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

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

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

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

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

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

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

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

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

## **Privacy Notice**

**Effective:** October 1, 2019

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

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

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

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

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

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

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

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

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

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

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

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

## **For California Residents**

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

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

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

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


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


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

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

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

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





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# EXHIBIT

