



# TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

**PREPARATION DATE:** OCTOBER 12, 2016  
**MEETING DATE:** OCTOBER 17, 2016

**SUBMITTING DEPARTMENT:** PLANNING  
**DEPARTMENT DIRECTOR:** TYLER SINCLAIR  
**PRESENTER:** TYLER VALENTINE

**SUBJECT:** **ITEM P16-091:** REQUEST FOR FINAL PLAT APPROVAL FOR A TWO-LOT SUBDIVISION LOCATED AT 660 CEDAR LANE.

**APPLICANT:** PIERSON LAND WORKS, JIM BARLOW

**OWNER:** ELZEMEYER REVOCABLE TRUST

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## STATEMENT/PURPOSE

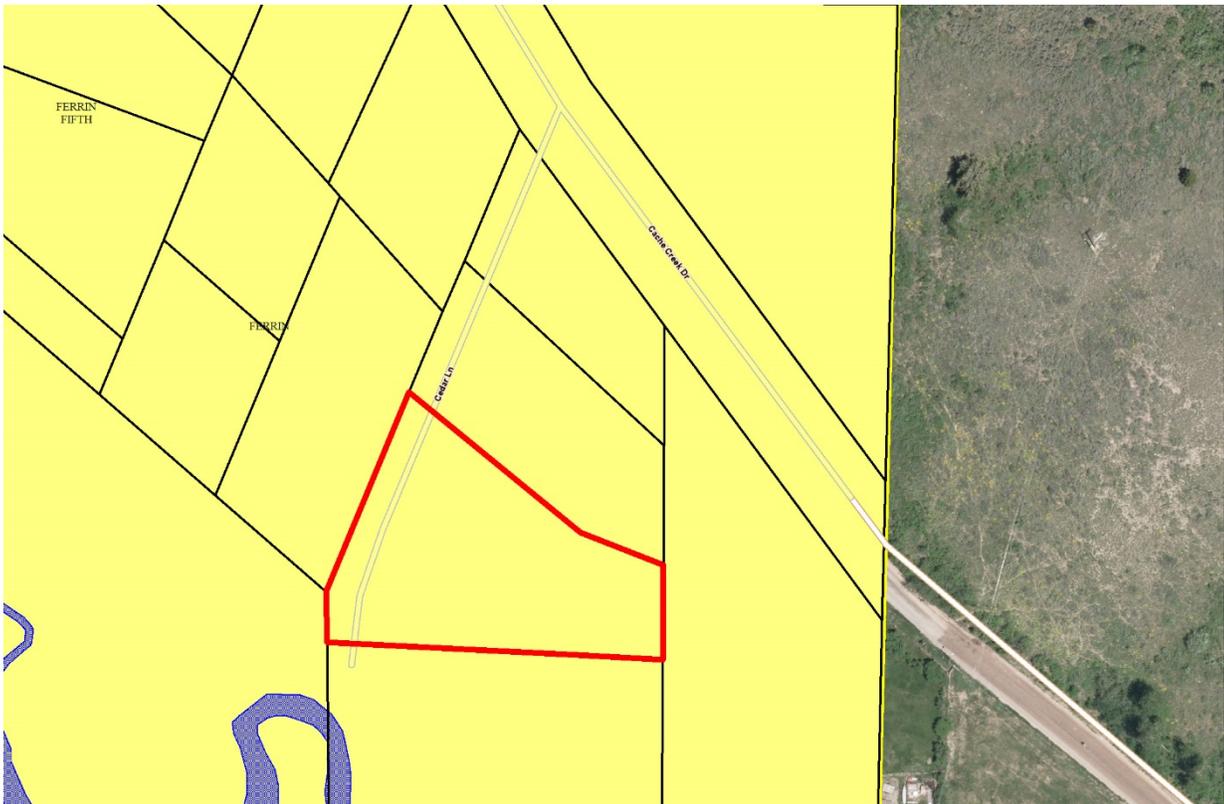
The applicant is requesting Final Plat approval of a two-lot Subdivision for the Ferrin Eleventh Addition to the Town of Jackson, addressed as 660 Cedar Lane.

## APPLICABLE REGULATIONS

Section 8.5.3 Subdivision Plat

## LOCATION

The property is currently described as Lot 4 of the Burns Ferrin Addition, and is addressed as 745 Cache Creek Drive, Jackson, WY. An aerial photo and zoning map are shown on the following page:



## BACKGROUND/ALTERNATIVES

### **Variance – Item P14-090**

On February 4, 2015, the applicant received approval for a variance which granted relief from the required 40 foot rear yard setback in the Suburban-Town zone (S-TOJ) to reduce the setback to 20 feet for proposed Lot 1. Although the original lot, Lot 43, met the minimum lot size requirements to create two legal lots under the S-TOJ zoning, the rear setback variance was necessary based on the unique lot configuration and existing location of structures. There were four (4) conditions of approval that were required to be addressed at the time of Development Plan submittal.

### **Development Plan – Item P15-098**

On April 18, 2016, the applicant received approval for a Development Plan from Town Council for the proposed two-lot subdivision. As noted in the previous staff report, a Development Plan is now required prior to Final Plat submittal to verify compliance with the LDRs for minimum lot size, access, setbacks, etc. All of the previous conditions of approval from the variance were satisfied. The following six (6) conditions of approval were added to the Development Plan:

1. The Development Plan shall expire one year after the date of approval. Future Development Plan submittals will be subject to the Land Development Regulations currently in place at the time of future application.
2. Prior to plat recordation the applicant shall complete construction of two parking spaces on Lot 1 or submit a bond to the Town of Jackson for the cost of constructing two parking spaces on Lot 1 to be completed during the first construction season after plat recordation.
3. Prior to plat recordation, the applicant shall complete the proposed reclamation on Lot 1 or submit a bond to the Town of Jackson equal to 125% of the proposed reclamation cost to ensure reclamation occurs during the first construction season after plat recordation.
4. Areas indicated to be reclaimed to a pervious surface on Lot 1 shall be reclaimed to a grass surface or other groundcover plant material. Pervious pavers, grasscrete, gravel or any other surface qualifying as site development shall not be allowed.
5. In the event the existing home on proposed Lot 1 is demolished to commence new development the rear yard Variance shall no longer be applicable, thus requiring all development to comply with current setbacks and regulations.
6. All access on Lot # 2 shall be taken from Lot 2 and not from the existing easement on Lot 44B (640 Cedar Lane) of the Burns Ferrin Subdivision.

Conditions #1 has been met. Conditions #5 & 6 have been carried forward. Conditions #2, 3 & 4 apply directly to the proposed plat and are discussed below under staff analysis.

## PROJECT DESCRIPTION

The proposed application is for Final Plat approval of a two-lot subdivision, specifically the Ferrin Eleventh Addition to the Town of Jackson. The plat will result in two lots, 78 & 79. Lot 78 is proposed to be 13,483 SF and Lot 79 is 13,243 SF. For the purpose of clarifying each lot's identity, the previously approved Development Plan labeled the western lot as Lot 1 and the eastern lot as Lot 2. The proposal now labels Lot 1 as Lot 78, and Lot 2 as Lot 79. Lot 78 has an existing single-family home that will remain and has access from an easement on Cedar Lane which varies in width from 32' to 40'. Lot 79 has a 200 SF cabin, detached garage and shed which also will remain as part of the subdivision request. Lot 79 will also be accessed from the easement on Cedar Lane.

## STAFF ANALYSIS

Staff finds that the proposed plat is in conformance with the previously approved Development Plan, and on the condition that all requirements in the departmental reviews are met, it presents no significant issues. Condition #1 has been met as the applicant has submitted the Final Plat prior to the expiration of the Development Plan. Conditions #2-4 have been met as the applicant has provided the required two parking spaces on Lot 78 and has reclaimed all areas previously identified from impervious surfaces to landscape area (i.e. grass). Staff confirmed these changes through a site inspection and has provided photos for the Town's records. Condition #5 still remains in effect and will be added as a conditional of approval for this Final Plat request. Condition #6, which required that all access to Lot 79 be taken from Lot 79 and not from the northern property addressed as 640 Cedar Lane, has been carried forward as a condition of approval. Prior to recordation of the Final Plat, the applicant shall sign, notarize and record the attached Vacation of Easement document which will ensure that all access to Lot 79 will remain within Lot 79.

According to Division 7.5, all residential subdivisions are required to dedicate lands for school and park development. The proposed subdivision will result in an additional lot/unit (Lot 2). Because the existing cabin on lot 2 is considered non-habitable, Park and School Exactions are conducted on an assumption basis. For the purposes of Park Exactions it is reasonable to assume a three bedroom home will be built, thus the applicant/owner is subject to a Park Exaction fee of \$2,700 and School Exaction fee of \$2,000 (please see the attached Exaction calculation sheets). A condition of approval has been added that the applicant pay the necessary exaction fees prior to plat recordation.

This subdivision is exempt from an affordable housing requirement pursuant to Section 7.4.2.D.10 - Exemptions which states "*the subdivision of a previously platted residential lot into no greater than two lots shall be exempt from the standards of this Division. Further, this exemption shall only be applied on a one-time basis.*"

## PUBLIC COMMENT

None.

## STAFF FINDINGS

Pursuant to Section 8.5.3.C (Subdivision Plat) of the Land Development Regulations, the following findings shall be made for the approval of a Subdivision Plat.

- 1. **Approved Development Plan.** The proposed Subdivision Plat shall be in substantial conformance with an approved development plan or development option plan.*

Complies. As conditioned, staff finds that the proposed subdivision plat to be in substantial conformance with the previously approved Development Plan.

- 2. **Complies with Section 8.5.3.** The proposed Subdivision Plat shall comply with Section 8.5.3 – Subdivision Plat.*

Complies. Staff finds that the proposed subdivision plat complies with the standards of Section 8.5.3 – Subdivision Plat in regards to the purpose, applicability, required documentation information and review process.

- 3. **Complies with Division 7.2.** The proposed Subdivision Plat shall comply with Division 7.2 – Subdivision Standards.*

Complies. The proposed subdivision meets the standards laid out in Division 7.2 pertaining to the provision of such requirements for new roads, water and sewer infrastructure, utilities, parks, and other physical improvements necessary to safely serve newly subdivided property and minimize impacts on existing community services and infrastructure.

**4. *Other Relevant Standards/LDRs.*** *The subdivision plat shall comply with all other relevant standards of these LDRs and other Town Ordinances.*

Complies. As conditioned, staff finds that the proposed subdivision complies with the provisions of the LDRs and meets the minimum lot size requirement. In addition the subdivision complies with all other Town Ordinances.

ATTACHMENTS

- Applicant Submittal
- Park and School Exactions
- Departmental Reviews
- Compliance Photos

FISCAL IMPACT

- Park Exaction - \$2,700
- School Exaction - \$2,000

STAFF IMPACT

Staff impact is typical of a plat of this size.

LEGAL REVIEW

Complete.

RECOMMENDATIONS/ CONDITIONS OF APPROVAL

The Planning Director recommends **approval** of a Final Plat for the Ferrin Eleventh Addition to the Town of Jackson, containing two single-family residential lots, addressed as 660 Cedar Lane, subject to the departmental reviews attached hereto and the following conditions of approval:

1. Within thirty (30) calendar days from the date of Town Council approval, the applicant shall satisfactorily address all comments made by the Town of Jackson and other reviewing entities included in the attached Departmental Reviews and submit the corrections to the Planning Department.
2. In the event the existing home on proposed Lot 1 is demolished to commence new development the rear yard Variance shall no longer be applicable, thus requiring all development to comply with current setbacks and regulations.
3. Prior to recordation of the Final Plat, the applicant shall pay the Park & School Exactions in the total amount of \$4,700.
4. Prior to recordation of the Final Plat, the applicant shall record the signed and notarized Vacation of Easement to ensure that all access to Lot 79 is completely within Lot 79.

## SUGGESTED MOTION

Based upon the findings as presented in the staff report and as made by the applicant for Item P16-091, I move to take findings 1-4 as set forth in Section 8.5.3.C (Subdivision Plat) of the Land Development Regulations relating to 1) Conformance with Development Plan or Development Option Plan; 2) Complies with standards of Section 8.5.3. Subdivision Plat; 3) Complies with standards of Division 7.2. Subdivision Standards; 4) Complies with other relevant standards of these LDRs, to **approve** a Final Plat for the Ferrin Eleventh Addition to the Town of Jackson for the property addressed at 660 Cedar Lane subject to the departmental reviews attached hereto and four (4) conditions of approval:

1. Within thirty (30) calendar days from the date of Town Council approval, the applicant shall satisfactorily address all comments made by the Town of Jackson and other reviewing entities included in the attached Departmental Reviews and submit the corrections to the Planning Department.
2. In the event the existing home on proposed Lot 1 is demolished to commence new development the rear yard Variance shall no longer be applicable, thus requiring all development to comply with current setbacks and regulations.
3. Prior to recordation of the Final Plat, the applicant shall pay the Park & School Exactions in the total amount of \$4,700.
4. Prior to recordation of the Final Plat, the applicant shall record the signed and notarized Vacation of Easement to ensure that all access to Lot 79 is completely within Lot 79.

August 10, 2016

we define, design & deliver  
the places where you play, live & work



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

**RE: Subdivision Plat Application for Elzemeyer Revocable Trust**

Dear Planning,

Attached are submittal materials for a Subdivision Plat Application for a subdivision plat we are submitting on behalf of Mary C. Elzemeyer. This property is located at 660 Cedar Lane.

Please find twelve (12) copies of the following for your review:

1. Subdivision Plat Application
2. Application fee for \$1,000
3. Most recent Warranty Deed and Letter of Authorization
4. Notice of Intent to Subdivide publication
5. Letter of Justification
6. Title Report
7. Proposed Final Plat of the Ferrin Eleventh Addition to the Town of Jackson
8. Lot Closure Letter/report
9. One digital copy (CD)

We look forward to hearing from you upon your sufficiency determination.

Sincerely,

A handwritten signature in black ink, appearing to read 'George Putnam', is written over a thin horizontal line.

George Putnam  
Pierson Land Works LLC

Enclosures:



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

150 E Pearl Ave. | ph: (307) 733-0440  
 P.O. Box 1687 | fax: (307) 734-3563  
 Jackson, WY 83001 | [www.townofjackson.com](http://www.townofjackson.com)

*For Office Use Only*

Fees Paid \_\_\_\_\_

Check # \_\_\_\_\_ Credit Card \_\_\_\_\_ Cash \_\_\_\_\_

Application #s \_\_\_\_\_

**PROJECT.**

Name/Description: Elzemeyer Trust/Subdivision Plat

Physical Address: 660 Cedar Lane

Lot, Subdivision: Lot 43 & Portion of Lot 44, Ferrin Addition PIDN: 22-41-16-35-3-02-018

**OWNER.**

Name: Elzemeyer Revocable Trust Phone: 307.733.1390

Mailing Address: PO Box 3429, Jackson, WY ZIP: 83001

E-mail: \_\_\_\_\_

**APPLICANT/AGENT.**

Name: George Putnam, Pierson Land Works LLC Phone: 307-733-5429

Mailing Address: PO Box 1143, Jackson, WY ZIP: 83001

E-mail: george@plwllc.com

**DESIGNATED PRIMARY CONTACT.**

\_\_\_\_\_ Owner       Applicant/Agent

**TYPE OF APPLICATION.** *Please check all that apply; see Fee Schedule for applicable fees.*

<b>Use Permit</b>	<b>Physical Development</b>	<b>Interpretations</b>
_____ Basic Use	_____ Sketch Plan	_____ Formal Interpretation
_____ Conditional Use	_____ Development Plan	_____ Zoning Compliance Verification
_____ Special Use		
<b>Relief from the LDRs</b>	<b>Development Option/Subdivision</b>	<b>Amendments to the LDRs</b>
_____ Administrative Adjustment	_____ Development Option Plan	_____ LDR Text Amendment
_____ Variance	<input checked="" type="checkbox"/> Subdivision Plat	_____ Zoning Map Amendment
_____ Beneficial Use Determination	_____ Boundary Adjustment (replat)	_____ Planned Unit Development
_____ Appeal of an Admin. Decision	_____ Boundary Adjustment (no plat)	

**PRE-SUBMITTAL STEPS.** Pre-submittal steps, such as a pre-application conference, environmental analysis, or neighborhood meeting, are required before application submittal for some application types. See Section 8.1.5, Summary of Procedures, for requirements applicable to your application package. If a pre-submittal step is required, please provide the information below. If you need assistance locating the project number or other information related to a pre-submittal step, contact the Planning Department. **If this application is amending a previous approval, indicate the original permit number.**

Pre-application Conference #: \_\_\_\_\_ Environmental Analysis #: \_\_\_\_\_  
Original Permit #: P15-098 Date of Neighborhood Meeting: \_\_\_\_\_

**SUBMITTAL REQUIREMENTS.** Twelve (12) hard copies and one (1) digital copy of the application package (this form, plus all applicable attachments) should be submitted to the Planning Department.. 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.

Have you attached the following?

- Application Fee.** Fees are cumulative. Applications for multiple types of permits, or for multiple permits of the same type, require multiple fees. See the currently adopted Fee Schedule in the Administrative Manual for more information.
- 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. If the owner is a partnership or corporation, proof that the owner can sign on behalf of the partnership or corporation is also required. Please see the Letter of Authorization template in the Administrative Manual for a sample.
- Response to Submittal Checklist.** All applications require response to applicable review standards. These standards are outlined on the Submittal Checklists for each application type. If a pre-application conference is held, the Submittal Checklists will be provided at the conference. If no pre-application conference is required, please see the Administrative Manual for the applicable Checklists. The checklist is intended as a reference to assist you in submitting a sufficient application; submitting a copy of the checklist itself is not required.

**FORMAT.**

The main component of any application is demonstration of compliance with all applicable Land Development Regulations (LDRs) and Resolutions. The submittal checklists are intended to identify applicable LDR standards and to outline the information that must be submitted to sufficiently address compliance with those standards.

For some submittal components, minimum standards and formatting requirements have been established. Those are referenced on the checklists where applicable. For all other submittal components, the applicant may choose to make use of narrative statements, maps, drawings, plans and specifications, tables and/or calculations to best demonstrate compliance with a particular standard.

**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.

George Putnam  
Signature of Owner or Authorized Applicant/Agent  
**George Putnam**  
Name Printed

8/10/2016  
Date  
**Sr. Project Manager**  
Title

**LETTER OF AUTHORIZATION**

Elzemeyer Revocable Trust, "Owner" whose address is: PO Box 3429 Jackson, WY 83001

(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

Mary C. Elzemeyer, as the owner of property more specifically legally described as: Lot 43 and a portion of Lot 44 Ferrin Addition to the Town of Jackso, Plat No. 401

(If too lengthy, attach description)

HEREBY AUTHORIZES Pierson Land Works, LLC as agent to represent and act for Owner in making application for and receiving and accepting on Owners behalf, any permits or other action by the Town of Jackson, or the Town of Jackson Planning, Building, Engineering and/or Environmental Health Departments relating to the modification, development, planning or replatting, improvement, use or occupancy of land in the Town of Jackson. Owner agrees that Owner is or shall be deemed conclusively to be fully aware of and to have authorized and/or made any and all representations or promises contained in said application or any Owner information in support thereof, and shall be deemed to be aware of and to have authorized any subsequent revisions, corrections or modifications to such materials. Owner acknowledges and agrees that Owner shall be bound and shall abide by the written terms or conditions of issuance of any such named representative, whether actually delivered to Owner or not. Owner agrees that no modification, development, platting or replatting, improvement, occupancy or use of any structure or land involved in the application shall take place until approved by the appropriate official of the Town of Jackson, in accordance with applicable codes and regulations. Owner agrees to pay any fines and be liable for any other penalties arising out of the failure to comply with the terms of any permit or arising out of any violation of the applicable laws, codes or regulations applicable to the action sought to be permitted by the application authorized herein.

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.

OWNER:

Mary Elzemeyer  
(SIGNATURE) (SIGNATURE OF CO-OWNER)

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

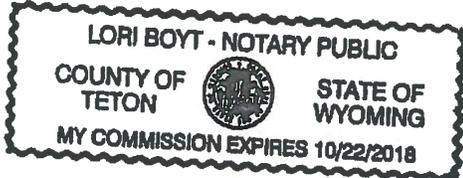
STATE OF Wyoming )  
 )SS.  
COUNTY OF Teton )

The foregoing instrument was acknowledged before me by Mary Elzemeyer this 22 day of October, 2015

WITNESS my hand and official seal.  
L.A. Boyle  
(Notary Public)

My commission expires: 10/22/18

(Seal)



## Warranty Deed

Know all persons by these presents that Steven W. Elzemeyer, a married man as his sole and separate property, of PO Box 3429, Jackson, Wyoming 83001, (the "Grantor"), for ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey and warrant unto the Elzemeyer Revocable Trust, U/A/D August 1, 2007, and any amendments thereto, Steven W. Elzemeyer and Mary C. Elzemeyer, Trustees, of PO Box 3429, Jackson, Wyoming 83001, (collectively the "Grantees"), that certain real property located in Teton County, Wyoming, and more particularly described as follows:

Lot 43 of the Ferrin Addition to the Town of Jackson, Teton County, Wyoming, according to the official plat thereof recorded in the office of the County Clerk, Teton County, Wyoming, on February 25, 1980 as Plat Number 401; and

A portion of Lot 44 of the Ferrin Addition to the Town of Jackson, Teton County, Wyoming, according to the official plat thereof recorded in the office of the County Clerk, Teton County, Wyoming, on February 25, 1980 as Plat Number 401, and more particularly described as follows:

BEGINNING at the Southeast corner of said lot 44 where is found a 5/8 inch diameter by 16 inch long steel reinforcing bar with plastic Surv-Kap inscribed "NELSON ENGR PE & LS 578";

Thence N-00°-11'-24"-W, 66.01 feet along the East line of said Lot 44 to a point where found a 5/8 inch diameter by 16 inch long steel reinforcing bar with aluminum Surv-Kap inscribed "NELSON ENGR PE & LS 578";

Thence N-68°-56'-17"-W, 62.94 feet to a point where found a T-stake with cap inscribed "PROPERTY LINE - DO NOT DISTURB - RLS 578";

Thence S-33°-37'-55"-E, 23.68 feet to a point where is found a T-stake as described above;

Thence S-11°-15'-09"-W, 69.80 feet to a point being witnessed N-11°-15'-09"-E, 2.90 feet by a T-stake described above;

Thence S-89°-33'-39"-E, 59.46 feet to the POINT OF BEGINNING.

PIN: 22-41-16-35-3-02-018.

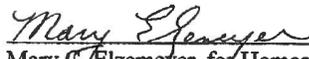
Including and together with all and singular the tenements, hereditaments, appurtenances and improvements thereon or thereunto belonging, but subject to taxes, reservations, covenants, encroachments, conditions, restrictions, rights-of-way and easements of sight and of record.

Furthermore, know all persons by these presents that the Grantor and the Grantor's spouse namely, Mary C. Elzemeyer, do hereby waive and release any and all rights that they may have in the aforementioned real property by virtue of or arising under the homestead laws of the State of Wyoming.

Dated August 1, 2007.

Grantor: ELZEMEYER, STEVEN W  
Grantee: ELZEMEYER, STEVEN W ET AL TR\*  
Doc 0708400 bk 673 pg 257-258 Filed at 1:57 on 08/02/07  
Sherry L Daigle, Teton County Clerk fees: 11.00  
By JULIE A HODGES Deputy

  
\_\_\_\_\_  
Steven W. Elzemeyer, Grantor

  
\_\_\_\_\_  
Mary C. Elzemeyer, for Homestead Waiver

[Acknowledgment on Following Page]

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



**Jackson Hole News & Guide**  
PROOF OF PUBLICATION

COUNTY OF TETON  
THE STATE OF WYOMING

**Kevin Olson**

Being duly sworn, deposes and says that he is the Publisher of the JACKSON HOLE NEWS & GUIDE, weekly newspaper published in Jackson in said county and state, and that the annexed Notice was published in 2 consecutive issues of said newspaper and not in a supplement, the first publication thereof being on May 25, 2016.

*Kevin Olson*  
I, Day of May, 2016.



Subscribed in my presence and sworn to before me this

Fee for publication \$ 72.80 Charge to the following:

Account No: 13205 Name: Person Land Works

Address: PO Box 1143 Jackson WY 83201

**NOTICE OF INTENT TO SUBDIVIDE**

Notice is hereby given that in accordance with Chapter 18-5-306 Wyoming Statutes, 1977, as amended, that the Elzemeyer Revocable Trust U/A/D August 1, 2007 and any amendments thereto, owner of Lot 43 and a portion of Lot 44 of the Ferrin Addition to the Town of Jackson, intends to apply for a permit for a two-lot subdivision plat. The project is generally located at 660 Cedar Lane, Town of Jackson.

Filing for said permit will occur at a regular meeting of the Town Council in the council chambers at the Town Hall. Please contact the Town Planning Department at (307) 733-0440 for the scheduled meeting date and additional information.

**Publish: 05/25, 06/01/16**

# Elzemeyer Revocable Trust Final Plat

## *Letter of Justification*

Submittal Date: August 10, 2016

Applicant: Mary C. Elzemeyer Trustee  
Elzemeyer Revocable Trust U/A/D  
August 1, 2007

Prepared By:



Pierson Land Works, LLC  
Attention: George Putnam  
P.O. Box 1143  
180 S. Willow St.  
Jackson, WY 83001  
307.733.5429  
[george@plwllc.com](mailto:george@plwllc.com)

## Project Context and Location

This Final Plat Application is submitted subsequent to the approval of Development Plan P15-098 on April 18, 2016. The property address is 660 Cedar Lane, Jackson Wyoming. The property is currently zoned Suburban Residential (SR) and contains one single-family home, a detached garage, and a non-conforming 200 sf cabin on the property which the owner rents annually to a long-time Jackson resident. The original property is described as Lot 43 and a portion of Lot 44 of the Burns Ferrin Addition to the Town of Jackson.

## Project Proposal

The proposed Final Plat would formalize two lots in accordance with Development Plan P15-098 approved by the Jackson Town Council on April 18, 2016 with six (6) conditions. This Final Plat Application along with the following actions are intended to satisfy the conditions of approval.

1. Approval of the Final Subdivision Plat will “vest” the development permit and no further permits are necessary.
2. Prior to recording the Final Plat – two additional parking spaces will be provided on proposed Lot 78 (Lot 1).
3. Prior to recording the Final Plat – the proposed reclamation of site development will be completed on proposed Lot 78 (Lot 1)
4. Reclaimed areas will be reclaimed to a pervious surface.
5. According to the Variance (P14-090) approved on February 4, 2015 by the Town of Jackson Board of Adjustment, the rear yard setback on proposed Lot 78 (Lot 1) was reduced from 40’ to 20’. However, as a condition of approval for the Variance, should the existing home on proposed Lot 78 (Lot 1) be demolished to commence new development, the rear yard variance shall no longer be valid and all development shall comply with current setbacks. A note has been added to the Certificate of Owner on the Plat calling out the variance and condition.
6. Access to proposed Lot 79 (Lot 2) shall be taken only from Lot 2. The existing 20’ wide easement benefitting Lot 79 (Lot 2) across Lot 44B of the Burns Ferrin Subdivision is proposed to be vacated pending to Final Plat approval. A copy of the vacation document is attached herewith. This document has been signed and is being held in escrow and will be recorded upon recordation of the Final Plat and expiration of all objection periods.



we define, design & deliver  
the places where you play, live & work



August 10, 2016

Shawn O'Malley  
Town Engineer  
Town of Jackson  
150 East Pearl Ave.  
Jackson, WY 83001

RE: Elzemeyer Revocable Trust Subdivision Plat Closure Information

Dear Shawn,

Attached is a copy of the lot closure calculations for the proposed Two-Lot Subdivision located at 660 Cedar Lane. There is one sheet attached herewith dated August 10, 2016. Please note a survey in digital form will be submitted with the final mylar at the time of Final Plat signature.

Best regards,

A handwritten signature in blue ink, appearing to read 'Scott R. Pierson', with a long horizontal stroke extending to the right.

Scott R. Pierson  
Wyoming PLS 3831

Enclosure:

# Elzemyer Plat.

scadrprt.tmp

## Lot Report

Lot File: F:\2013\13079\Survey\ACAD\Data\13079\_REPLAT.lot  
 CRD File: F:\2013\13079\Survey\ACAD\Data\13079\_BASE.crd

Lot: LOT78 , Block: 1, Type: LOT

PNT#	Bearing	Distance	Northing	Easting	Station
706			4812.218	4860.159	0.000
41	N 01°47'11" W	34.188	4846.390	4859.093	34.188
40	N 22°07'19" E	152.216	4987.400	4916.414	186.404
723	S 51°32'31" E	10.215	4981.047	4924.413	196.619
722	S 21°53'34" W	54.776	4930.221	4903.989	251.395
717	S 64°03'18" E	42.379	4911.680	4942.096	293.774
720	S 62°45'43" E	30.327	4897.800	4969.061	324.101
716	S 61°23'31" E	30.665	4883.117	4995.982	354.766
715	S 03°25'12" W	78.023	4805.233	4991.328	432.789
706	N 86°57'06" W	131.355	4812.218	4860.159	564.144

Closure Error Distance> 0.00017 Error Bearing> N 55°20'30" E  
 Closure Precision> 1 in 3283592.1 Total Distance> 564.144  
 Area: 13482.8 Sq. Feet, 0.31 Acres

Lot: LOT79 , Block: 1, Type: LOT

PNT#	Bearing	Distance	Northing	Easting	Station
723			4981.047	4924.413	0.000
707	S 51°32'31" E	144.155	4891.391	5037.295	144.155
43	S 68°33'28" E	62.940	4868.382	5095.879	207.095
44	S 00°12'49" E	65.995	4802.387	5096.125	273.090
708	N 89°35'04" W	59.460	4802.818	5036.667	332.550
715	N 86°57'06" W	45.403	4805.233	4991.328	377.953
716	N 03°25'12" E	78.023	4883.117	4995.982	455.976
720	N 61°23'31" W	30.665	4897.800	4969.061	486.641
717	N 62°45'43" W	30.327	4911.680	4942.096	516.968
722	N 64°03'18" W	42.379	4930.221	4903.989	559.347
723	N 21°53'34" E	54.776	4981.047	4924.413	614.123

Closure Error Distance> 0.00107 Error Bearing> S 42°20'57" W  
 Closure Precision> 1 in 575604.8 Total Distance> 614.123  
 Area: 13243.8 Sq. Feet, 0.30 Acres

Block 1 Total Area: 26726.6 Sq. Feet, 0.61 Acres



## ALTA Plain Language Commitment Form INFORMATION

The Title Insurance Commitment is a legal contract between you and the Company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

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

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

**THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT. YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.**

Reference: Elzemeyer Revocable Trust/  
660 Cedar Lane, Jackson, WY 83001  
PIN# 22-41-16-35-3-02-018

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### **YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.**

If you have any questions about the Commitment, contact:

**First American Title Insurance Company**

**PO Box 3609 / 175 South King St, Jackson, WY 83001**

**Phone: (307)733-2597 - FAX (307)733-8530 - Email: [lginty@firstam.com](mailto:lginty@firstam.com)**

For Title questions call: **Laura Ginty**

**TITLE INSURANCE COMMITMENT**

**BY**

***First American Title Insurance Co***

**AGREEMENT TO ISSUE POLICY**

We agree to issue a policy to you according to the terms of the Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

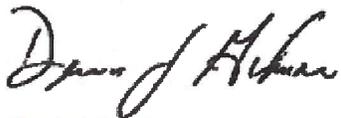
If the Requirements shown in this Commitment have not been met within 90 DAYS after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

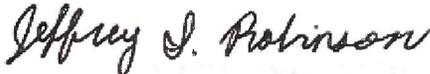
- The Provisions in Schedule A.
- The Requirements in Schedule B-I.
- The Exceptions in Schedule B-II.
- The Conditions on Page 3 .

This Commitment is not valid without SCHEDULE A and Sections I and II of SCHEDULE B.

***First American Title Insurance Company***



Dennis J. Gilmore  
President



Jeffrey S. Robinson  
Secretary

Issued by: First American Title Insurance Company  
Address: 175 S King, PO Box 3609, Jackson, WY 83001

First American Title Insurance Co

The purpose of this TO BE DETERMINED COMMITMENT is to provide certain information and is not intended to be a statement of condition of Title or a commitment or obligation to insure. The company reserves the right to make additional requirements and/or exceptions upon determination of the Insured and payment of the full premium. The Company's liability hereunder shall not exceed the amount received by the Company for this TO BE DETERMINED COMMITMENT.

## CONDITIONS

### 1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting your title according to the state statutes where your Land is located.

### 2. LATER DEFECTS

The Exceptions in Schedule B - Section II may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attach between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section I are met. We shall have no liability to you because of this amendment.

### 3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

### 4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

Comply with the Requirements shown in Schedule B - Section I

or

Eliminate with our written consent any Exceptions shown in Schedule B - Section II.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

### 5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the Land must be based on this Commitment and is subject to its terms.

First American Title Insurance Co

The purpose of this TO BE DETERMINED COMMITMENT is to provide certain information and is not intended to be a statement of condition of Title or a commitment or obligation to insure. The company reserves the right to make additional requirements and/or exceptions upon determination of the Insured and payment of the full premium. The Company's liability hereunder shall not exceed the amount received by the Company for this TO BE DETERMINED COMMITMENT.

**SCHEDULE A**

Revision 1

1. Commitment Date: May 10, 2016 at 5:00 p.m.

2. Policy (or Policies) to be issued:

a. none \$0

Proposed Insured:

3. Fee interest in the land described in this Commitment is owned, at the Commitment Date, by Steven W. Elzemeyer and Mary C. Elzemeyer, Trustees of the Elzemeyer Revocable Trust, U/A/D August 1, 2007.

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

Lot 43 of the Ferrin Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded February 25, 1980 as Plat No. 401 and

A Portion of Lot 44 of the Ferrin Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded February 25, 1980 as Plat No. 401, and more particularly described as follows:

Beginning at the Southeast corner of said Lot 44 where is found a 5/8 inch diameter by 16 inch long steel reinforcing bar with plastic Surv-Kap inscribed "NELSON ENGR PE & LS 578"; thence N 00 degrees 11 minutes 24 seconds W, 66.01 feet along the East line of said Lot 44 to a point where found a 5/8 inch diameter by 16 inch long steel reinforcing bar with aluminum Surv-Kap inscribed "NELSON ENGR PE & LS 578"; thence N 68 degrees 56 minutes 17 seconds W, 62.94 feet to a point where found a T-stake with cap inscribed "Property Line - DO NOT DISTURB - RLS 578"; thence S 33 degrees 37 minutes 55 seconds E, 23.68 feet to a point where is found a T-stake as described above; thence S 11 degrees 15 minutes 09 seconds W, 69.80 feet to a point being witnessed N 11 degrees 15 minutes 09 seconds E, 2.90 feet by a T-stake described above; thence S 89 degrees 33 minutes 39 seconds E, 59.46 feet to the Point of Beginning.

First American Title Insurance Co

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## **SCHEDULE B - I**

### **REQUIREMENTS**

The following requirements must be met:

- a. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- b. Pay us the premiums, fees and charges for the policy.
- c. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- d. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.

First American Title Insurance Co

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## **SCHEDULE B - II**

### **EXCEPTIONS FROM COVERAGE**

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

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.

Taxes for the year 2016.

NOTE: Taxes for the year 2015 appear to be in the amount of \$2,709.92, Account No. OJ-1385 according to the County Treasurer. The first installment is due and payable September 1, delinquent November 10. The second installment is due and payable March 1 of the following year, delinquent May 10. The first installment is \$1,354.96, and PAID, and the second installment is \$1,354.96, and PAID.

First American Title Insurance Co

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8. An easement in a deed, including the terms and conditions thereof:  
For: Roadway and Waterline  
Recorded: October 11, 1967  
Recording Information: Book 14 of Deeds, page 388
9. Easement, including terms and conditions contained therein:  
Granted To: Lower Valley Power and Light, Inc.  
For: Construction, operation and maintenance of electric distribution circuits  
Recorded: March 24, 1967  
Recording Information: Book 12 of Mixed Records, page 650
10. Easements, covenants, conditions and restrictions as shown on the plat recorded as Plat No. 401.
11. An agreement including the terms and conditions thereof:  
Between: Larry R. Monk and E. Irene Monk, husband and wife  
And: Town of Jackson, a Municipal Corporation  
Recorded: May 17, 1982  
Recording Information: Book 125 of Photo, page 554-556
12. Easement, including terms and conditions contained therein:  
Granted To: Lower Valley Power and Light, Inc.  
For: Construction, operation and maintenance of electric distribution circuits  
Recorded: April 17, 1984  
Recording Information: Book 152 of Photo, page 553
13. Easement, including terms and conditions contained therein:  
Granted to: Town of Jackson, a Municipal Corporation  
For: Utility Easement  
Recorded: May 26, 1993  
Recording Information: Book 270 of Photo, page 538-540
14. Memorandum of Agreement including the terms and conditions thereof:  
Between: Mary C. Elzemeyer, Trustees of the Elzemeyer Revocable Trust, U/A/D August 1, 2007, and all amendments thereto  
And: Kelly McCloskey  
Recorded: April 22, 2016  
Recording Information: Book 918 of Photo, page 580-586

First American Title Insurance Co

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The First American Corporation  
***First American Title Insurance Company***



**First American Title**

**Privacy Information**

**We Are Committed to Safeguarding Customer Information**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

**Applicability**

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

**Types of Information**

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

**Use of Information**

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

**Former Customers**

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

**Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

**Information Obtained Through Our Web Site**

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site. There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

**Business Relationships**

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

**Cookies**

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive. [FirstAm.com](http://FirstAm.com) uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

**Fair Information Values**

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

First American Title Insurance Co

The purpose of this TO BE DETERMINED COMMITMENT is to provide certain information and is not intended to be a statement of condition of Title or a commitment or obligation to insure. The company reserves the right to make additional requirements and/or exceptions upon determination of the Insured and payment of the full premium. The Company's liability hereunder shall not exceed the amount received by the Company for this TO BE DETERMINED COMMITMENT.

STATE OF District of Columbia

COUNTY OF } ss

The foregoing instrument was acknowledged by Coulter D. Huyler, before me this 4 day of October, 1967.

Witness my hand and official seal.

(SEAL)

Jean C. Jones  
Notary Public  
District of Columbia

my commission expires: May 14, 1968.

96639

## QUITCLAIM DEED

\$2.00

Burns P. Ferrin, et ux

to

Larry R. Monk, et ux

THE STATE OF WYOMING, County of Teton ss.  
This instrument was filed for record at 2:05 o'clock P. M., and the 11th day of October A.D., 1967, and duly recorded in Book 14 of Deeds on Page 388. V. Jolynn Coonce, County Clerk and Ex-Officio Register of Deeds.

## QUITCLAIM DEED

NOW ALL MEN BY THESE PRESENTS, that  
BURNS P. FERRIN and ANNE A. FERRIN, husband and wife,  
grantors, of the County of Teton, State of Wyoming, for the consideration of One Dollar and other good and valuable consideration in hand paid, the receipt whereof is hereby acknowledged, hereby CONVEYS and QUITCLAIMS toLARRY R. MONK and E. IRVINE MONK, husband and wife  
all interest in the following described real property, situate in the County of Teton, in the State of Wyoming, to-wit:

A tract of land located in the NW1/4, Section 35, T. 41 N., R. 116 W., 6th P. M., described as follows:

Beginning at the NW Corner of a tract previously conveyed to Rodney Allin and recorded in Book 15 of Deeds on page 132, said point of beginning lying approximately S. 43°13' E. a distance of 1318.0 feet from the W1/4 Corner of said Section 35; thence along the Bailey ditch to a point on the West line of a tract previously conveyed to Louis Reisinger approximately S. 87°22' E. a distance of 236 feet; thence approximately North 33° 10' West a distance of 106.3 feet to a point; thence to a point on the Easterly line of the Blaine Despain tract approximately N. 51°02' West a distance of 154.3 feet; thence along the easterly lines of the Despain tract to the NE Corner of a tract previously conveyed to Frank Ewing, (approximately) S. 22° 21' W. a distance of 152.1 feet; thence Southerly along the East line of said Ewing tract a distance of 34.7 feet to a point on the Bailey ditch, the point of beginning. Said tract containing .60 acres more or less and subject to an easement 40.0 feet in width for the use of the adjacent property owners along the Westerly boundary of the above described tract to a point which lies 70 feet northerly from the NE Corner of said Ewing tract where the easement is reduced to 32 feet in width; thence continuing Southerly with the 32 foot easement to the South boundary of this property. Further granting unto Grantees, access over adjoining land of Grantor, 10 feet in width to use and maintain a water line connecting said land to the Town of Jackson's water system.

together with and singular the tenements, hereditaments, appurtenances and improvements thereon or thereunto belonging.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

Dated this 6th day of October, 1967.

Burns P. Ferrin

Anne A. Ferrin

STATE OF WYOMING }  
COUNTY OF TETON } ss.

The foregoing instrument was acknowledged before me this 6th day of October, 1967.

Witness my hand and official seal.  
My Commission expires: 6-17-70  
(NOTARY SEAL)Floyd R. King  
Notary Public

96669

## WARRANTY DEED

\$2.00

W. R. Rogers, et ux

to

William M. Currie,  
et uxTHE STATE OF WYOMING, County of Teton ss.  
Filed for record in my office this 13th day of October A.D. 1967 at 4:05 o'clock P. M., and recorded in Book 14 of Deeds on Page 388.  
V. Jolynn Coonce, County Clerk and Ex-Officio Recorder of Deeds.

## WARRANTY DEED

W. P. ROGERS and ERMA S. ROGERS, husband and wife.

grantors, of Teton County, State of Wyoming, for and in consideration of Ten and No/100 (\$10.00) Dollars, in hand paid, receipt of which is hereby acknowledged, CONVEY AND WARRANT to

WILLIAM M. CURRIE and BARBARA J. CURRIE, husband and wife,  
grantees, of Teton County, State of Wyoming, the following described real estate, situate in Teton County, Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Plot L of Rogers Point Subdivision of Teton County, Wyoming, as the same is laid down and described on the revised map of said sub-division filed in the office of the County Clerk and Ex-Officio Register of Deeds of Teton County, Wyoming, on October 20, 1958, together with all improvements thereon, and more particularly described as follows:

foot of water per second for the irrigation of 30 acres of land in the NW1/4, Section 28, Township 40 North, Range 116 West (O.R. 4, P. 378; C. R. 30, P. 409; Proof 10228), and of the lands irrigated thereby, as evidenced by Certificate of the County Clerk of Teton County, Wyoming;

THAT petitioner states that the above described appropriation of water has not been applied to beneficial use for the purpose for which the right was adjudicated for at least the past five years and is not now being used, and declare their intention to voluntarily abandon the appropriation and request that an Order be entered declaring such voluntary abandonment;

THAT the State of Wyoming Game and Fish Commission is one of the owners of the Manning Ditch diverting water from Flat Creek under Permits Nos. 6734, 1744 Enl, and 5724 Enl.;

The Board having considered the petition and being advised by the records of the office of the State Board of Control and the showings presented in the matter, THEREFORE ORDERS:

THAT the petition be GRANTED.

THAT the appropriation of 0.42 cubic foot of water per second of time for irrigation purposes from Flat Creek or Little Gros Ventre River, tributary of Snake River, through the Enlargement Manning Ditch under Permit No. 1744 Enl. with priority of June 27, 1907, as adjudicated to Nancy A. Tanner for irrigation of;

30 acres in NW1/4, Section 28, Township 40 North, Range 116 West, as of record in Order Record 4, Page 378 and Certificate Record 30, Page 409; Proof 10228, do and the same is hereby declared VOLUNTARILY ABANDONED.

DONE AT CHEYENNE, COUNTY OF LARAMIE, STATE OF WYOMING, THIS 17TH DAY OF NOVEMBER, 1966.

ATTEST:  
George L. Christopoulos  
Ex-Officio Secretary

STATE BOARD OF CONTROL  
Floyd A. Bishop  
President

ENTERED: March 1, 1967

THE STATE OF WYOMING  
BOARD OF CONTROL  
CHEYENNE

C E R T I F I C A T E

THE STATE OF WYOMING )  
County of Laramie )SS.  
STAT. BOARD OF CONTROL )

I, George L. Christopoulos, as Ex-officio Secretary of the State Board of Control of the State of Wyoming, do hereby certify that the following named document, which is attached hereto, is a full, true and correct photostatic copy of the original document as the same appears of record in the office of said Board, in Order Record 17, Page 57, namely:

Order granting petition of the State of Wyoming, State Game and Fish Commission, Cheyenne, Wyoming for voluntary abandonment of an appropriation of water, through the Manning Ditch, under Permit 1744 Enl., with priority of June 27, 1907.

IN WITNESS WHEREOF, I hereunto set my hand and affix the Seal of said Board, at Cheyenne, this 13th day of March, A. D., 1967.

(SEAL)

George L. Christopoulos  
Ex-Officio Secretary of the State  
Board of Control of the State of  
Wyoming

93159

RIGHT-OF-WAY EASEMENT

\$2.00

Burns P. Ferrin

To

Lower Valley Power  
and Light Inc.

THE STATE OF WYOMING, County of Teton ss.  
Filed for record in my office this 24th day of March  
A. D. 1967 at 2:30 o'clock P. M., and recorded in  
Book 12 of Mixed Records on Page 650.  
V. Jolyon Coonce, County Clerk and Ex-Officio  
Recorder of Deeds.

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned Burns P. Ferrin, et ux for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto LOWER VALLEY POWER AND LIGHT, INC., a cooperative corporation, (hereinafter called the Corporation), whose post office address is Afton, Wyoming, and to its successors or assigns, the perpetual right to enter upon the lands of the undersigned, situated in the County of Teton, State of Wyo. and more particularly described as follows:

A portion of the NW1/4 - Sec 35, Twp 41 N Range 116 W 6th P M.

Over head line to serve property being sold to R. W. Hansen and to construct, reconstruct, rephase, repair, operate and maintain on the above described lands and/or in or upon all streets, roads or highways abutting said lands, an electric transmission and/or distribution line or system, to cut and trim trees and shrubbery located within 20 feet of the center line of said line or system, or that may interfere with or threaten to endanger the operation and maintenance of said line or system, and to license, permit, or otherwise agree to the joint use or occupancy of the line or system by any other person, association or corporation for electrification or telephone purposes.

The undersigned agree that all poles, wires and other facilities, installed on the above described lands at the Corporation's expense, shall remain the property of the Corporation, removable at the option of the Corporation.

The undersigned covenant that they are the owners of the above-described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons, to-wit:

The installation and maintenance of said electric transmission or distribution line or system shall be done with care, and all damage to the premises caused thereby shall be repaired at the expense of the Corporation.

Any rights of homestead or other interest the undersigned may have, inconsistent with the rights hereinabove conferred are hereby waived and relinquished to the extent necessary to permit the free enjoyment of said rights and to that extent only.

IN WITNESS WHEREOF the undersigned have set their hands and seals this 24 day of March A. D. 1967.

Signed, Sealed and Delivered  
in the presence of:

Burns P. Ferrin

THE STATE OF WYOMING )

County of Teton ) ss

On this 24 day of March, 1967, before me personally appeared Burns P. Ferrin to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as his free act and deed, including the release and waiver of the right of homestead, as to said easement rights.

Given under my hand and Notarial Seal, the day and year in this certificate first above written.

Keith I. Shurtleff  
Notary Public

(NOTARY SEAL)

My Commission expires Oct. 1 - 1968.

93160

RIGHT-OF-WAY EASEMENT

\$2.00

O. L. Leisinger

To

Lower Valley Power  
and Light, Inc.

THE STATE OF WYOMING, County of Teton ss.  
Filed for record in my office this 24th day of March  
A. D. 1967 at 2:35 o'clock P. M., and recorded in Book  
12 of Mixed Records on Page 651.  
V. Jolynn Coonce, County Clerk and Ex-Officio Recorder  
of Deeds.

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned

O. L. Leisinger et ux

for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto LOWER VALLEY POWER AND LIGHT, INC., a cooperative corporation, (hereinafter called the Corporation), whose post office address is Afton, Wyoming, and to its successors or assigns, the perpetual right to enter upon the lands of the undersigned, situated in the County of Teton, State of Wyoming, and more particularly described as follows:

A portion of 2 A tract in  $\text{N}\frac{1}{2}\text{S}\frac{1}{2}\text{W}\frac{1}{2}$  - Sec 35 Twp 41 N. Range 116 W 6th P M  
starting from existing pole thence approx 250' West to serve R. W.  
Hansen property

and to construct, reconstruct, rephase, repair, operate and maintain on the above described lands and/or in or upon all streets, roads or highways abutting said lands, an electric transmission and/or distribution line or system, to cut and trim trees and shrubbery located within 20 feet of the center line of said line or system, or that may interfere with or threaten to endanger the operation and maintenance of said line or system, and to license, permit, or otherwise agree to the joint use or occupancy of the line or system by any other person, association or corporation for electrification or telephone purposes.

The undersigned agree that all poles, wires and other facilities, installed on the above described lands at the Corporation's expense, shall remain the property of the Corporation, removable at the option of the Corporation.

The undersigned covenant that they are the owners of the above-described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons, to-wit:

The installation and maintenance of said electric transmission or distribution line or system shall be done with care, and all damage to the premises caused thereby shall be repaired at the expense of the Corporation.

Any rights of homestead or other interest the undersigned may have, inconsistent with the rights hereinabove conferred are hereby waived and relinquished to the extent necessary to permit the free enjoyment of said rights and to that extent only.

IN WITNESS WHEREOF the undersigned have set their hands and seals this 24 day of March, A. D. 1967

Otto Louis Leisinger

Signed, Sealed and Delivered  
in the presence of:

THE STATE OF WYOMING )

County of Teton ) ss

On this 24 day of March 1967, before me personally appeared Otto Louis Leisinger to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as his free act and deed, including the release and waiver of the right of homestead, as to said easement rights.

Given under my hand and Notarial Seal, the day and year in this certificate first above written.

Keith I. Shurtleff  
Notary Public

(NOTARY SEAL)

My Commission expires Oct. 1 - 1968









4.00

AGREEMENT

AGREEMENT made April 7, 1982, by and between LARRY R MONK and E. IRENE MONK, husband and wife, hereinafter referred to as Monks, and the TOWN OF JACKSON, a Municipal Corporation, State of Wyoming.

WHEREAS, Monks are the owners of two parcels of land located within the Town of Jackson, Teton County, Wyoming, more particularly described as follows

Lot 43 of the Ferrin Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded February 25, 1980 as Plat No 401; and,

A portion of lot 44 of the Ferrin Addition to the Town of Jackson as recorded on Plat No 401 in the Teton County Clerk's Office, and more particularly described as follows

BEGINNING at the Southeast corner of said lot 44 where is found a 5/8 inch diameter by 16 inch long steel reinforcing bar with plastic Surv-Kap inscribed "NELSON ENGR PE & LS 578";

thence N 00°11'24" W, 66.01 feet along the East line of said Lot 44 to a point where is found a 5/8 inch diameter by 16 inch long steel reinforcing bar with aluminum Surv-Kap inscribed "NELSON ENGR PE & LS 578;

thence N 68°56'17" W, 62.94 feet to a point where is found a T-stake with cap inscribed "PROPERTY LINE - DO NOT DISTURB - RLS 578;

thence S 33°37'55" E, 23.68 feet to a point where is found a stake as described above;

thence S 11°15'09" W, 69.80 feet to a point being witnessed N 11°15'09" E, 2.90 feet by a T-stake as described above,

thence S 89°33'39" E, 59.46 feet to the POINT OF BEGINNING.

WHEREAS, Monk have heretofore divided Lot 44 of the Ferrin Addition into two separate and distinct lots, and should the parcel described above as a portion of Lot 44 be deemed to be an additional separate parcel, Monks would be required to file a subdivision plat in accordance with the ordinances of the Town of Jackson; and,

RECORDED	
COMPILED	
INDEXED	✓
ABSTRACTED	✓

Recorded	5-17 1982 at 9:25 o'clock A.M.
in Book	125 of Photo Page 554-556
No.	234542 \$8.00 pd
	V. Jolynn Coonce County Clerk
by	<i>(Signature)</i> Dep.

WHEREAS that portion Lot 44 retained by Monks is intended to be a part of and to be included within the above-described Lot 43 of said Ferrin Addition.

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter contained, the parties covenant and agree as follows:

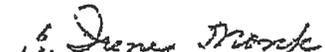
1. Monks covenant and agree that that portion of Lot 44 retained by the Monks as described above shall be deemed to be a portion of Lot 43, and shall not be sold, leased or conveyed separately from Lot 43, and that any conveyance, sale or lease of Lot 43 shall include the above-described portion of Lot 44.

2. The Town of Jackson covenants and agrees that upon recording of this document that a subdivision plat will not be necessary in accordance with the subdivision ordinance of the Town of Jackson, since the division of Lot 44 heretofore made by the Monks shall be deemed to be a split of one lot into two separate lots.

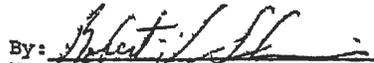
3. Monks covenant and agree that the covenants and agreements herein contained shall be deemed to run with the land and shall be binding upon all successors and assigns.

DATED the day and year first above written.

  
LARRY R. MONK

  
E. IRENE MONK

TOWN OF JACKSON, a Municipal Corporation

By:   
Mayor



  
Town Clerk



EASEMENT  
21162

KNOW ALL MEN BY THESE PRESENTS.

That we, the undersigned, <sup>E.</sup> LARRY R. MONK & IRENE MONK

husband and wife, for a good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, convey and warrant unto Lower Valley Power and Light, Inc., a Cooperative Corporation, of Afton and Jackson, Wyoming and to its successors and assigns, a perpetual easement and right-of-way for the construction and continued maintenance, repair, alteration and replacement of the electric distribution circuits of the grantee to be constructed and maintained under ~~the~~ <sup>the</sup> ~~the~~ <sup>the</sup> ~~the~~ <sup>the</sup> premises of grantor in Teton County, State of Wyoming along a line described as follows, to-wit

Being in Lot 44 C a part of Lot 44 of the Ferrin Addition NW 1/4 SW 1/4 of Section 35, T.41N., R.116W., Starting at a point N.68°-56'-17"W., 5 feet from the NE corner of Lot 44C. Thence from starting point S.00°-11'-24"E., 61 feet; thence S.41°W., to the South line of Lot 44C.

Easement width from starting point on to be 5 feet on each side of described line.

Together with all necessary and reasonable rights of ingress and egress and to excavate and refill ditches and trenches for the location and repair of said facilities and to cut, trim, or remove trees, shrubbery, undergrowth or other obstructions interfering with the repair and maintenance of said facilities

The undersigned agree that all poles, wires and other facilities, installed on the above described lands at the grantee's expense shall remain the property of the grantee, removable at the option of the grantee

We hereby release and waive all rights under and by virtue of the homestead exemption laws of the said State

WITNESS the Hands of said Grantors, this 10<sup>th</sup> day of June, 1983

X [Signature]  
Signature Larry R. Monk  
X [Signature]  
Signature Irene Monk

STATE OF WYOMING )

COUNTY OF Teton )

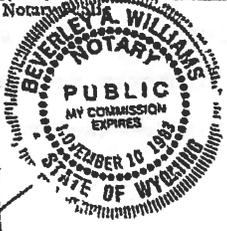
The foregoing instrument was acknowledged before me by LARRY R. MONK & IRENE MONK as his/her free act and deed this 10<sup>th</sup> day of June, 1983.

WITNESS my hand and official seal. [Signature]  
Notary

My Commission Expires November 10, 1983

Recorded 4-17-84 at 9:55 o'clock A.M.  
in Book 152 of Photo Page 553  
No. ZS1610 \$4.00 pd  
V. Jo Lynn Coonce County Clerk  
by [Signature] Dep.

RECORDED  
COMPILED  
INDEXED  
ABSTRACTED



UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that for Ten (\$10) Dollars and other good and valuable consideration, receipt whereof being hereby acknowledged, LARRY R. MONK AND E. IRENE MONK, hereinafter called the "Grantor", hereby grants to the TOWN OF JACKSON of Box 1687, Jackson, Wyoming 83001, a Municipal Corporation of the State of Wyoming, its successors and assigns, hereinafter called the "Grantee", the right to lay out, construct, inspect, operate, maintain and repair underground pipelines, water mains, sewers, services and necessary and appurtenant valves, fire hydrants and manhole structures, together with the right to excavate and refill ditches and trenches for the location of said pipelines, water mains, sewers, services and appurtenant structures, and the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction and maintenance of said pipelines, water mains, sewers or services and for the foregoing described purposes, grant for the use of the Grantee, a permanent utility easement over, under and across the parcel of land described on Exhibit "A" attached hereto and by this reference made a part hereof.

The Grantor also grants the right of ingress and egress to and from said described lands over and across reasonable routes approved by the Grantor for the purpose of exercising by the Grantee the rights granted by this easement.

The within grant is an easement running with the land and shall be perpetual so long as it is used for the above-described purposes. Grantor reserves the right to use the property subject to the permanent easement for any purpose whatsoever which does not damage or destroy the underground pipelines, mains or services, specifically including the right to place fences, landscaping materials and features, bridges, culverts and moveable objects upon the property, together with the right to utilize the property for parking, storage, driveway or recreation purposes. The Grantee shall repair or replace any items which it shall move from the conveyed property and shall repair any damage

Grantor: MONK, LARRY R ET AL  
Grantee: TOWN OF JACKSON  
Doc 352200 bk 270 pg 0538-0540 Filed at 4:37 on 05/26/93  
V Jolynn Coonce, Teton County Clerk fees: 10.00 Deputy  
By CLAIRE K ABRAMS

RELEASED  
INDEXED  
RECORDED



**EXHIBIT A**

**LEGAL DESCRIPTION**

**FOR**

**A 40-Foot Narrowing to a 32-Foot Utility Easement from Larry R. Monk and E. Irene Monk (Lot 43 of the Ferrin Addition) to the Town of Jackson**

A parcel of land located in the NW1/4SW1/4, Section 35, T41N, R116W, 6th PM, Teton County, Wyoming, and being the parcel shown as a private roadway easement in Lot 43 of the Ferrin Addition to the Town of Jackson, of record on Plat No. 401 in the Office of the Teton County Clerk, and being more particularly described as follows:

Beginning at the northwesterly corner of said Lot 43;

Thence S22°07'19"W, 152.16 feet along the westerly line of said Lot 43 to a point;  
Thence S01°12'08"E, 34.33 feet along said westerly line to the southwest corner of said Lot 43;  
Thence N86°55'14"E, 32.09 feet along the southerly line of said Lot 43 to a point;  
Thence N01°12'08"W, 30.12 feet to a point;  
Thence N22°07'19"E, 68.00 feet to a point;  
Thence S67°52'41"E, 8.00 feet to a point;  
Thence N22°07'19"E, 65.62 feet to a point on the northerly line of said Lot 43;  
Thence N51°15'41"W, 41.74 feet along said northerly line to the Point of Beginning.

Said parcel contains 0.14 acres, more or less, and being subject to any easements, rights-of-way, mining or mineral reservations legally acquired.

**PREPARED BY  
NELSON ENGINEERING  
JACKSON, WYOMING**



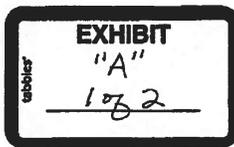




INFORMATIONAL REPORT

The following information was obtained from a review of the records of the Department of Health and Human Services, Office of the Assistant Secretary for Health, regarding the activities of the National Center for Human Genome Research, Inc. (NCHGR) during the period from 1980 to 1985. The NCHGR was established in 1980 as a non-profit organization to coordinate and support the activities of the Human Genome Project. The project is a major international effort to identify and map all the genes that make up the human genome. The NCHGR is currently conducting research in the areas of gene mapping, gene cloning, and gene expression. The NCHGR is also responsible for the distribution of human genome data to the scientific community. The NCHGR is currently conducting research in the areas of gene mapping, gene cloning, and gene expression. The NCHGR is also responsible for the distribution of human genome data to the scientific community.

Very truly yours,  
[Signature]



Warranty Deed

Know all persons by these presents that Steven W. Elzemeyer, a married man as his sole and separate property, of PO Box 3429, Jackson, Wyoming 83001, (the "Grantor"), for ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey and warrant unto the Elzemeyer Revocable Trust, U/A/D August 1, 2007, and any amendments thereto, Steven W. Elzemeyer and Mary C. Elzemeyer, Trustees, of PO Box 3429, Jackson, Wyoming 83001, (collectively the "Grantees"), that certain real property located in Teton County, Wyoming, and more particularly described as follows:

Lot 43 of the Ferrin Addition to the Town of Jackson, Teton County, Wyoming, according to the official plat thereof recorded in the office of the County Clerk, Teton County, Wyoming, on February 25, 1980 as Plat Number 401; and

A portion of Lot 44 of the Ferrin Addition to the Town of Jackson, Teton County, Wyoming, according to the official plat thereof recorded in the office of the County Clerk, Teton County, Wyoming, on February 25, 1980 as Plat Number 401, and more particularly described as follows:

BEGINNING at the Southeast corner of said lot 44 where is found a 5/8 inch diameter by 16 inch long steel reinforcing bar with plastic Surv-Kap inscribed "NELSON ENGR PE & LS 578";

Thence N-00°-11'-24"-W, 66.01 feet along the East line of said Lot 44 to a point where found a 5/8 inch diameter by 16 inch long steel reinforcing bar with aluminum Surv-Kap inscribed "NELSON ENGR PE & LS 578";

Thence N-68°-56'-17"-W, 62.94 feet to a point where found a T-stake with cap inscribed "PROPERTY LINE - DO NOT DISTURB - RLS 578";

Thence S-33°-37'-55"-E, 23.68 feet to a point where is found a T-stake as described above;

Thence S-11°-15'-09"-W, 69.80 feet to a point being witnessed N-11°-15'-09"-E, 2.90 feet by a T-stake described above;

Thence S-89°-33'-39"-E, 59.46 feet to the POINT OF BEGINNING.

PIN: 22-41-16-35-3-02-018.

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

Furthermore, know all persons by these presents that the Grantor and the Grantor's spouse namely, Mary C. Elzemeyer, do hereby waive and release any and all rights that they may have in the aforementioned real property by virtue of or arising under the homestead laws of the State of Wyoming.

Dated August 1, 2007.

Grantor: ELZEMEYER, STEVEN W
Grantee: ELZEMEYER, STEVEN W ET AL TR
Doc 0708480 bk 673 pg 257-258 Filed at 1:57 on 08/02/07
Sherry L Dalgic, Teton County Clerk Case: 11.00
By JULIE A RODGERS Deputy

Steven W. Elzemeyer, Grantor

Mary C. Elzemeyer, for Homestead Waiver

[Acknowledgment on Following Page]

Table with 4 rows: RELEASED, INDEXED, ABSTRACTED, SCANNED. INDEXED and ABSTRACTED are checked.

2 of 2  
Exhibit "A"

STATE OF WYOMING }  
                          } ss.  
County Of Teton     }

This instrument was acknowledged before me by Steven W. Elzemeyer, Grantor, and Mary C. Elzemeyer, for Homestead Wavier, on August 1, 2007.

Witness my hand and official seal.

[Seal]



A handwritten signature in black ink, appearing to be "Clay D. Gettmann", written over a horizontal line.

Notary Public for the State of Wyoming  
My commission expires: December 16, 2007



VACATION OF EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that Mary C. Elzemeyer, as Trustee of the Elzemeyer Revocable Trust, u/a/d August 1, 2007, and all amendments thereto, (the "Trust"), as the owner of that certain real property described on Exhibit "A" attached hereto and incorporated herein, and as the beneficiary of that certain 20' private roadway easement evidenced by Warranty Deed recorded in the Office of the County Clerk in Teton County, Wyoming, on December 23, 1980 in Book 107 of Photo at Pages 133-134, and additionally shown on that certain Map of Survey D-45, recorded in the Office of the County Clerk in Teton County, Wyoming, on December 19, 1980 in Book 1 of Maps at Page 188, as specifically described on Exhibit "B" attached hereto and incorporated herein (the "Easement"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby stipulates and agrees that the Easement is hereby vacated, it being the intent hereof of the Trust, as the beneficiary of the Easement, to vacate, discharge and render null and void the Easement, said vacation to be effective as of the date set forth below.

IN WITNESS WHEREOF, the undersigned has executed this instrument on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Mary C. Elzemeyer, as Trustee of the Elzemeyer Revocable Trust, u/a/d August 1, 2007, and all amendments thereto

STATE OF WYOMING )
) ss.
COUNTY OF TETON )

The foregoing instrument was acknowledged before me by Mary C. Elzemeyer, as Trustee of the Elzemeyer Revocable Trust, dated August 1, 2007, and all amendments thereto, this \_\_\_\_ day of \_\_\_\_\_, 2016.

Witness my hand and official seal.

Notary Public
My commission expires:



Warranty Deed

Know all persons by these presents that Steven W. Elzemeyer, a married man as his sole and separate property, of PO Box 3429, Jackson, Wyoming 83001, (the "Grantor"), for ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey and warrant unto the Elzemeyer Revocable Trust, U/A/D August 1, 2007, and any amendments thereto, Steven W. Elzemeyer and Mary C. Elzemeyer, Trustees, of PO Box 3429, Jackson, Wyoming 83001, (collectively the "Grantees"), that certain real property located in Teton County, Wyoming, and more particularly described as follows:

Lot 43 of the Ferrin Addition to the Town of Jackson, Teton County, Wyoming, according to the official plat thereof recorded in the office of the County Clerk, Teton County, Wyoming, on February 25, 1980 as Plat Number 401; and

A portion of Lot 44 of the Ferrin Addition to the Town of Jackson, Teton County, Wyoming, according to the official plat thereof recorded in the office of the County Clerk, Teton County, Wyoming, on February 25, 1980 as Plat Number 401, and more particularly described as follows:

BEGINNING at the Southeast corner of said lot 44 where is found a 5/8 inch diameter by 16 inch long steel reinforcing bar with plastic Surv-Kap inscribed "NELSON ENGR PE & LS 578";

Thence N-00°-11'-24"-W, 66.01 feet along the East line of said Lot 44 to a point where found a 5/8 inch diameter by 16 inch long steel reinforcing bar with aluminum Surv-Kap inscribed "NELSON ENGR PE & LS 578";

Thence N-68°-56'-17"-W, 62.94 feet to a point where found a T-stake with cap inscribed "PROPERTY LINE - DO NOT DISTURB - RLS 578";

Thence S-33°-37'-55"-E, 23.68 feet to a point where is found a T-stake as described above;

Thence S-11°-15'-09"-W, 69.80 feet to a point being witnessed N-11°-15'-09"-E, 2.90 feet by a T-stake described above;

Thence S-89°-33'-39"-E, 59.46 feet to the POINT OF BEGINNING.

PIN: 22-41-16-35-3-02-018.

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

Furthermore, know all persons by these presents that the Grantor and the Grantor's spouse namely, Mary C. Elzemeyer, do hereby waive and release any and all rights that they may have in the aforementioned real property by virtue of or arising under the homestead laws of the State of Wyoming.

Dated August 1, 2007.

Grantor: ELZEMEYER, STEVEN W
Grantee: ELZEMEYER, STEVEN W ET AL TR
Doc: 0704000 bk 073 pg 257-258 Filed at 1:57 on 08/02/07
Sherry L Balgus, Teton County Clerk fees: 11.00
By JULIE A BURGESS Deputy

Steven W. Elzemeyer, Grantor

Mary C. Elzemeyer, for Homestead Waiver

[Acknowledgment on Following Page]

Table with 4 rows: RELEASED, INDEXED, ABSTRACTED, SCANNED. Includes a checkmark in the ABSTRACTED cell.





EXHIBIT B

A 20.00 foot roadway easement along the Southerly boundary of the below described parcel (the "McCloskey Parcel") being more particularly described as follows:

BEGINNING at the Southeast corner of the McCloskey Parcel;  
thence N50° -24' -48"W, 59.98 feet to a point;  
thence N51° -15' -41"W, 118.60 feet to a point on the Easterly line of a 40.00 foot roadway easement encumbering the western 40.00 feet of the McCloskey Parcel;  
thence S22° -06' -19"W, 20.87 feet along said Easterly easement line to a point on the Southerly boundary of the McCloskey Parcel;  
thence S51° -15' -41"E, 112.62 feet along said Southerly boundary to a point;  
thence S68° -56' -17"E, 62.49 feet continuing along said Southerly boundary to the POINT OF BEGINNING.

The parcel identified above as the McCloskey Parcel is legally described as follows:

**A portion of Lot 44 of the Ferrin Addition to the Town of Jackson as recorded on Plat 401 in the Teton County Clerk's Office, and more particularly described as follows:**

**BEGINNING at the Southwest corner of said Lot 44 where is found a T-stake;  
thence S51°-15'-41"E, 154.37 feet along the Southerly line of said Lot 44 to a point where is found a T-stake with cap inscribed "PROPERTY LINE - DO NOT DISTURB - NLS 578";  
thence S68°-56'-17"E, 62.94 feet to a point;  
thence N00°-11'-24"W, 83.89 feet along the East line of said Lot 44 to a point;  
thence N47°-48'-25"W, 190.61 feet to a point on the West line of said Lot 44, the last three mentioned points being monumented by 5/8 inch diameter by 16 inch long steel reinforcing bar with aluminum Surv-Kap inscribed "NELSON ENGR PE & LS 578";  
thence S22°-06'-19"W, 100.04 feet along said West line to the POINT OF BEGINNING;  
Said parcel contains 0.41 acres, more or less, and being subject to any easements, rights-of-way, mining or mineral reservations legally acquired;**

**TOWN OF JACKSON  
LAND DEVELOPMENT REGULATIONS  
DIVISION 7.5.2 - PARK EXACTIONS**

DATE: 10-27-16

**CASH-IN-LIEU OF LAND DEDICATION: SECTION 49660**

- 1. PROJECT NAME: Subdivision Plat
- 2. LOCATION: 660 Cedar Lane
- 3. PROJECT NUMBER: P16-091

4. CALCULATE PROPOSED PROJECT POPULATION:

<u>UNIT TYPE</u>	<u># OF UNITS</u>	X	<u>PERSONS HOUSED PER UNIT</u>	<u>PROJECTED POPULATION</u>
STUDIO	_____		1.25	_____
1 BEDROOM	_____		1.75	_____
2 BEDROOM	_____		2.25	_____
3 BEDROOM	<u>1</u>		3.00	<u>3.00</u>
4 BEDROOM	_____		3.75	_____
5 BEDROOM	_____		4.50	_____
EACH ADDITIONAL BEDROOM	_____		0.50	_____
DORMITORY	_____		1 per 150 sf of net habitable area	_____
TOTAL				_____

5. CALCULATE REQUIRED PARK ACREAGE:

$$\frac{3.00}{\text{TOTAL PROJECTED POPULATION}} \times \frac{9 \text{ ACRES}}{1000 \text{ RESIDENTS}} = \frac{0.027}{\text{REQUIRED ACRES}}$$

6. CALCULATE CASH-IN-LIEU:

$$\frac{0.027}{\text{REQUIRED ACRES}} \times \$100,000 \text{ (VALUE OF LAND)} = \$2,700 \text{ CASH-IN-LIEU}$$

7. FOR INFORMATION ON PROVIDING AN INDEPENDENT CALCULATION, SEE LDR SECTION 7.5.2 OPTION FOR INDEPENDENT CALCULATION OF DEDICATION STANDARDS

**TOWN OF JACKSON  
 LAND DEVELOPMENT REGULATIONS  
 DIVISION 7.5.3 - SCHOOL EXACTIONS  
 DATE: 10-27-16**

**CASH-IN-LIEU OF LAND DEDICATION: SECTION 49770**

- 1. PROJECT NAME: Subdivision Plat
- 2. LOCATION: 660 Cedar Lane
- 3. PROJECT NUMBER: P16-091

4. CALCULATE REQUIRED DEDICATION OF LAND:

LAND DEDICATION REQUIREMENT	X	<u># OF UNITS</u>	=	LAND DEDICATION
.020 ACRES PER UNIT SINGLE & TWO-FAMILY		<u>1</u>		<u>0.02</u>
.015 ACRES PER UNIT MULTI-FAMILY		_____		_____

5. CALCULATE CASH IN-LIEU:

$$\frac{0.02}{\text{LAND DEDICATION STANDARD}} \times \$100,000 \text{ (VALUE OF LAND)} = \$ \frac{2,000}{\text{CASH-IN-LIEU}}$$

- 6. FOR INFORMATION ON PROVIDING AN INDEPENDENT CALCULATION, SEE LDR SECTION 7.5.3 OPTION FOR INDEPENDENT CALCULATION OF DEDICATION STANDARDS

**LEGEND**

- Indicates a steel reinforcing bar with an aluminum cap inscribed "PLS 3831" found this survey
- ⊙ Indicates a steel t-shaped stake with a chrome cap inscribed "RLS 578" found this survey
- ▲ Indicates a steel t-shaped stake with no cap found this survey
- ⊖ Indicates a steel reinforcing bar with no cap found this survey
- Indicates a steel reinforcing bar with an aluminum cap inscribed "PLS 3831" set this survey
- × Indicates a calculated point, nothing found or set

- Boundary Line
- Adjacent Lot Line
- - - Record Easement Line (as noted)
- - - Vacated Lot line



**CERTIFICATE OF SURVEYOR**

State of Wyoming) ss  
County of Teton )

I, Scott R. Pierson, a Professional Land Surveyor of Jackson, Wyoming, hereby certify:

that this plat was made from notes of surveys made under my direction during April 2015 and from records in the Office of the Teton County Clerk;

that this plat correctly represents the final plat of the FERRIN ELEVENTH ADDITION TO THE TOWN OF JACKSON within the NW<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub> of Section 35, T.41N., R.116W., 6th P.M., Teton County, Wyoming;

that the FERRIN ELEVENTH ADDITION TO THE TOWN OF JACKSON is identical to Lot 43 and a portion of Lot 44, of the Ferrin Addition to the Town of Jackson, recorded as Plat No. 401 in the Office of the Clerk of Teton County, Wyoming, with the portion of Lot 44 described as follows:

BEGINNING at the southeast corner of said Lot 44, marked by a 5/8 inch steel reinforcing bar with an aluminum cap inscribed "NELSON ENGR PE & LS 578";

THENCE, N 00°12'49" W, 66.00 feet, along the east line of said Lot 44, to a 5/8 inch steel reinforcing bar with an aluminum cap inscribed "NELSON ENGR PE & LS 578";

THENCE, N 68°33'28" W, 62.94 feet, departing said east line to a point;

THENCE, S 32°11'21" E, 23.68 feet, to a point;

THENCE, S 10°56'14" W, 69.80 feet, to a point;

THENCE, S 89°35'04" E, 59.46 feet, to the southwest corner of said Lot 44;

Said tract contains 0.09 Acres, more or less;

that all points and corners are monumented as shown hereon;

that there are no surface water rights appurtenant to the lands being subdivided;

Scott R. Pierson  
Wyoming Professional Land Surveyor No. 3831

**ACKNOWLEDGEMENT**

The foregoing instrument was acknowledged before me by Scott R. Pierson this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Witness my hand and official seal.

Notary Public My commission expires:

**CERTIFICATE OF OWNER**

State of Wyoming) ss  
County of Teton )

The undersigned owner and proprietor hereby certifies that the foregoing subdivision of Lot 43 and that portion of Lot 44 as described in the Certificate of Surveyor, of the Ferrin Addition to the Town of Jackson, recorded as Plat No. 401 in the Office of the Clerk of Teton County, Wyoming, lying within the NW<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub> of Section 35, T. 41 N., R. 116 W., 6th P.M., Town of Jackson, Teton County, Wyoming as shown hereon is with the free consent and in accordance with their desire:

that the name of the subdivision shall be the FERRIN ELEVENTH ADDITION TO THE TOWN OF JACKSON;

that said Lot 43 and that portion of Lot 44, described in the Certificate of Surveyor, of the Ferrin Addition, Plat No. 401 are hereby vacated and reconfigured as LOTS 78 and 79, FERRIN ELEVENTH ADDITION TO THE TOWN OF JACKSON, lying within the NW<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub> of Section 35, T. 41 N., R. 116 W., 6th P.M., Teton County, Wyoming as shown hereon and the Teton County Clerk is respectfully requested to write "VACATED" across the face of said Lot 43 and that portion of Lot 44, as described in the Certificate of Surveyor, Ferrin Addition, Plat No. 401, in accordance with Section 34-12-110, Wyoming Statutes;

that said Lots 78 & 79 are subject to that easement as described in Book 14 of Deeds, page 388, recorded in said Office for access and utilities;

that said Lots 78 & 79 are subject to that easement granted to Lower Valley Power and Light, Inc., as described in Book 12 of Mixed Records, pages 650-651, recorded in said Office for access and utilities;

said Lots 78 & 79 are subject to those easements, covenants, conditions and restrictions as shown on the plat recorded as Plat No. 401;

Lot 79 is subject to that easement granted to Lower Valley Power and Light, Inc. for construction, operation and maintenance of electric distribution circuits, recorded in Book 152 of Photo, page 553 in said Office;

that said Lots 78 & 79 are subject to that easement granted to the Town of Jackson, as described in Book 270 of Deeds, pages 538-540, recorded in said Office for access and utilities;

that Lot 78 is benefited by a 20 foot rear yard setback Variance granted by the Town of Jackson Board of Adjustment on February 4, 2015 subject to the condition in the event the existing home on Lot 78 is demolished to commence new development, the rear yard Variance shall no longer be applicable, thus requiring all development to comply with current setbacks and regulations;

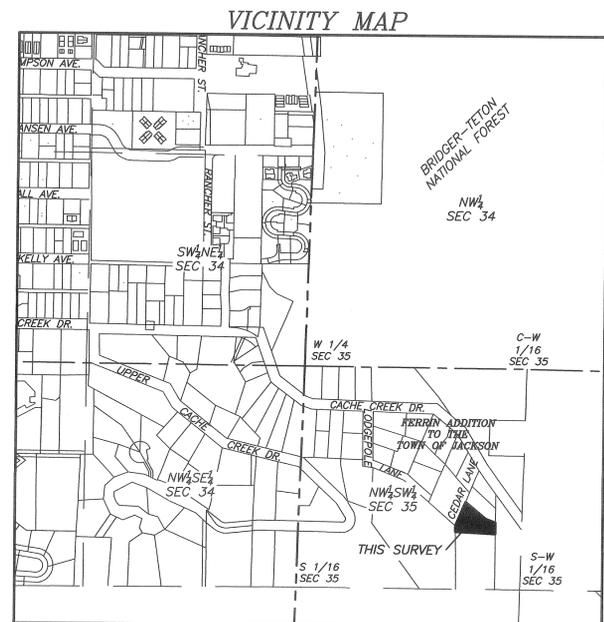
that the seller does not warrant to the purchaser that he or she shall have any rights to the natural flow of any stream within or adjacent to said subdivision;

that Wyoming law does not recognize any riparian rights with regard to the natural flow of a stream or river for persons living on the banks of the stream or river;

that all rights under the Homestead Exemption Laws of the State of Wyoming are hereby waived and released.

**SIGNATURE BY SEPARATE AFFIDAVIT**

Mary C. Elzemeyer as Trustee of the  
Elzemeyer Revocable Trust, U/A/D August 1, 2007



NW<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub> Sec. 35  
T. 41 N., R. 116 W., 6th P.M.  
Teton County, WY

Scale: 1"=500'

**OWNERS:**

MARY C. ELZEMEYER TRUSTEE OF THE  
ELZEMEYER REVOCABLE TRUST, U/A/D  
AUGUST 1, 2007

**SURVEYOR:**  
PIERSON LAND WORKS LLC  
180 S. WILLOW ST.  
P.O. BOX 1143  
JACKSON, WYOMING 83001  
PHONE: 733-5429

NUMBER OF LOTS: 2  
AVERAGE ACREAGE/LOT: .30 ACRES  
TOTAL PROJECT ACREAGE: 0.61 ACRES

PREPARATION DATE: July 15, 2016  
FINAL REVISION DATE:

**CERTIFICATE OF APPROVAL**

State of Wyoming) ss  
County of Teton )

The foregoing subdivision, FERRIN ELEVENTH ADDITION TO THE TOWN OF JACKSON was approved at the regular meeting of the Town Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2016 in accordance with Section 15-1-415, Wyoming State Statutes, and the Town of Jackson Land Development Regulations.

TOWN OF JACKSON

Attest

Clerk

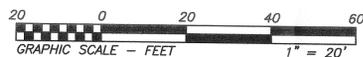
Sara Flintner, Mayor

Town Engineer

Tyler Sinclair, Planning Director

**Ferrin Eleventh Addition**  
to the  
**Town of Jackson**  
Being Identical with  
Lot 43 and a portion of Lot 44 of the  
Ferrin Addition to the Town of Jackson  
Plat No. 401  
NW<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub> of Section 35,  
T. 41 N., R. 116 W., 6th P.M.,  
TETON COUNTY, WYOMING

Project Number - 13079  
Project Path - F:\2013\13079\Survey\ACAD\13079\_RE\Plat.dwg  
Drawn By - CJK  
Reviewed By - GP  
Drawing Date - July 15, 2016  
Revision Date -



<b>Project Number</b>	P16-091	<b>Applied</b>	8/12/2016	JC
<b>Project Name</b>	660 Cedar Lane	<b>Approved</b>		
<b>Type</b>	DEVOPTPLAN	<b>Closed</b>		
<b>Subtype</b>	SUBDIVISION PLAT	<b>Expired</b>		
<b>Status</b>	STAFF REVIEW	<b>Status</b>		

**Applicant** Pierson Land Works, LLC **Owner** ELZEMEYER, STEVEN W. & MARY C.

<b>Site Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
660 CEDAR LANE	JACKSON	WY	83001

<b>Subdivision</b>	<b>Parcel No</b>	<b>General Plan</b>
FERRIN	22411635302018	

Type of Review	Status	Dates			Remarks
		Sent	Due	Received	
Contact Notes					
Building Steve Haines	APPROVED	8/12/2016	9/2/2016	8/18/2016	

Fire None MEMO	APPROVED W/CONDITI	8/12/2016	9/2/2016	8/19/2016
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TO: Tyler Valentine, Associate Planner  
Steve Haines, Building Official

FROM: Kathy Clay, Fire Marshal

DATE: August 19, 2016

SUBJECT: Development Option Plan, Subdivision Plat  
660 Cedar Lane  
P16-091

This office has received the request for development option plan, subdivision plat for the property noted above.

Applicable structures shall adhere to the most currently adopted edition of the International Wildland Urban Interface Code.

Please feel free to contact me if you have any further questions at [kclay@tetonwyo.org](mailto:kclay@tetonwyo.org) or 307-733-4732.

Legal A Cohen-Davis	APPROVED W/CONDITI	8/12/2016	9/2/2016	8/31/2016
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Under certificate of owner, the following are missing from the title report:

1. subject to Agreement with Monks, Book 125, p. 554
2. subject to Memorandum of Agreement, Book 918, page 580

Also, the spelling of the Mayor's last name on signature line is wrong -- it should be "Flitner"

Parks and Rec	8/12/2016	9/2/2016
None		

Type of Review Contact Notes	Status	Dates			Remarks
		Sent	Due	Received	
Pathways Brian Schilling		8/12/2016	9/2/2016		
.....					
Planning Tyler Valentine (10/5/2016 3:34 PM TV) Please see staff report for conditions of approval	APPROVED W/CONDITI	8/12/2016	9/2/2016	10/5/2016	
.....					
Plat Review-Survey <none> See attached	APPROVED W/CONDITI	8/12/2016	9/2/2016	10/7/2016	
.....					
Plat Review-Title <none> (10/5/2016 3:35 PM TV) No comments.	APPROVED	8/12/2016	9/2/2016	10/5/2016	
.....					
Police None No concerns as of yet. Todd Smith	APPROVED	8/12/2016	9/2/2016	8/30/2016	
.....					
Public Works Shawn OMalley (8/16/2016 12:47 PM SO) No engineering comments at this time	APPROVED	8/12/2016	9/2/2016	8/16/2016	
.....					
START Janice Sowder No START comment at this time. Darren Brugmann		8/12/2016	9/2/2016	8/16/2016	
.....					
TC Housing Authority None	APPROVED W/CONDITI	8/12/2016	9/2/2016	8/31/2016	

Type of Review	Status	Dates			Remarks
		Sent	Due	Received	
<b>Contact</b> Notes (8/31/2016 1:41 PM TV) To: Tyler Valentine Associate Planner, Town of Jackson Planning and Building					
From: Valerie Adams Housing Specialist, Teton County Housing Authority					
Re: Development Option Plan (P16-091) 660 Cedar Lane					
Date: August 29, 2016					

The applicant is submitting a request for a Development Option Plan, Subdivision Plat for the property located at 660 Cedar Lane, legally known as LOT 43 & 44C, BURNS FERRIN SUBDIVISION. Jackson Teton County Affordable Housing Department (Housing Department) staff's review is based on Division 7.4 of the Town of Jackson Land Development Regulations (LDRs).

**TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REVIEW**

**AFFORDABLE HOUSING MITIGATION PLAN (DIVISION 7.4.):** The applicant is proposing a two-lot subdivision located at 660 Cedar Lane. Section 7.4.2.E.10 of the LDRs states the subdivision of a previously platted residential lot into no greater than two lots shall be exempt from the standards of this Division. This lot was platted in 1978 and is currently zoned suburban residential. There will be no affordable housing requirements for this subdivision. This exemption shall only be applied on a one-time basis.

Thank you for the opportunity to review this application. Please contact me with any questions.

MJQ/16-004-01

October 7, 2016

Town of Jackson  
Planning and Building Department  
Box 1687  
Jackson, WY 83001

ATTN: Jeanne Carruth  
RE: Ferrin Eleventh Addition

Dear Jeanne,

I have reviewed the plat accompanying the above-referenced subdivision application. I would suggest the surveyor address the following items:

- The legal description in the Certificate of Surveyor could profitably refer to Map D-46 as recorded in the Office of the Teton County Clerk. Similarly, the legal description in the Certificate of Owner should have the wording "...Said Lot 43 and that portion of Lot 44 described in the Certificate of Surveyor *hereon*..." for clarity. The word "hereon" would prevent confusion as the description as written could refer to the description on the original Ferrin Addition Plat No. 401. Additionally, the acreage of the entire subdivision should be added. As written, one could think the entire subdivision encompasses 0.09 acres.
- While the legality of the "20' private roadway easement" shown on Said Map T-46 might be questionable, any ambiguity could be removed with a formal vacation on this plat.
- The notation on the drawing for "Lot 44" should be revised to "Lot 44A". Both lots 44A and 44B could be annotated to reflect the Map D-46, as well as Lot 44C.

This review of submitted information is for general compliance with the requirements of Teton County, Wyoming. No responsibility is assumed for the correctness of dimensions or calculations. This review only indicates that an examination of the exhibits has been made.

Sincerely,



Michael Quinn, PLS  
Teton County Surveyor



cc: PLW





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