On Sight
LAND SURVEYORS, INC.
Todd Cedarholm, PLS

May 14, 2015

Tyler Valentine
Town of Jackson Planning Department
By Hand Delivery

RE: Boundary Adjustment with Final Plat – L.G. Gill Third Filing – The Teton Group, LLC

Dear Tyler:

Attached are the following items for the Boundary Adjustment and replatting of Lot 11 and Lot 12 of Block 5 of the L.G. Gill Subdivision, Plat No. 139, as Lots 29-30 of the L.G. Gill Third Filing Addition to the Town of Jackson:

- $1000 Application Fee
- Planning Permit Application Form
- Letter of Authorization
- Current Warranty Deed
- Title Report
- Articles of Organization – please supply to reviewing title company
- Proof of Publication
- Stamped Lot Closures
- Subdivision Improvement Agreement
- Final Plat (12 copies)
- Digital copies of the above items will be emailed to you

The objective of this Boundary Adjustment is to reconfigure the existing line that currently runs east-west between Lots 11 and 12, to create an adjusted lot line that runs north-south between new Lots 29 and 30 of the L.G. Gill Third Filing Addition to the Town of Jackson.

The following items are not included with the Final Plat submittal for the following reasons:

- Proposed Covenants, Conditions and Restrictions –Historic covenants exist, and no additional CC&Rs are necessary for these two lots.
- Calculation of School, Park, Affordable Housing exactions – Not applicable to this Final Plat. No additional parcels are being created by this project that would be subject to exactions.

Sincerely,

Jennifer Ziegler

attachments

155 West Gill Ave. PO Box 12290 Jackson, Wyoming 83002
Phone (307) 734-6131 fax (307) 734-1264 cellular (307) 413-1219 todd@onsightsurvey.com

PLANNING PERMIT APPLICATION

Planning & Building Department
Planning Division

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

ph: (307) 733-0440
fax: (307) 734-3563
www.townofjackson.com

For Office Use Only

Fees Paid_____

Check # _____ Credit Card_____ Cash_____

Application #s _____ _____ _____

PROJECT.

Name/Description: The Teton Group, LLC - Boundary Adjustment (Replat)

Physical Address: 475 East Deloney Avenue

Lot, Subdivision: Lots 11&12 Block 5 L.G. Gill Addition PIDN: 22-41-16-27-3-08-011

OWNER.

Name: Mark Tuttle&Brady Hayek(The Teton Group, LLC) Phone: (541) 944-4640

Mailing Address: P.O. Box 3472, Jackson, WY ZIP: 83001

E-mail: larkspurhomes@yahoo.com

APPLICANT/AGENT.

Name: Todd Cedarholm/On Sight Land Surveyors, Inc. Phone: (307) 734-6131

Mailing Address: P.O. Box 12290, Jackson, WY ZIP: 83002

E-mail: todd@onsightsurvey.com

DESIGNATED PRIMARY CONTACT.

_____Owner X_____Applicant/Agent

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

Use Permit

_____Basic Use

_____Conditional Use

_____Special Use

Relief from the LDRs

_____Administrative Adjustment

_____Variance

_____Beneficial Use Determination

_____Appeal of an Admin. Decision

Physical Development

_____Sketch Plan

_____Development Plan

Development Option/Subdivision

_____Development Option Plan

_____Subdivision Plat

X_____Boundary Adjustment (replat)

_____Boundary Adjustment (no plat)

Interpretations

_____Formal Interpretation

_____Zoning Compliance Verification

Amendments to the LDRs

_____LDR Text Amendment

_____Zoning Map Amendment

_____Planned Unit Development

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 #: _____ 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?

X **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.

X **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.

X **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.

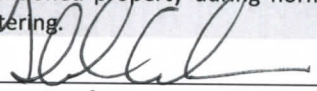
FORMAT.

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.



Signature of Owner or Authorized Applicant/Agent

5/15/15

Date

Todd Cedarholm

Name Printed

President

Title

LETTER OF AUTHORIZATION

The Teton Group, LLC, "Owner" whose address is: PO Box 5472 Jackson WY 83001
(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

_____, as the owner of property more specifically legally described as: 475 East Deloney Jackson WY 83001 Lots 11 & 12, Block 5 6th Addition, TOJ
(If too lengthy, attach description)

HEREBY AUTHORIZES Brady Hayek 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: _____
(SIGNATURE) (SIGNATURE OF CO-OWNER)
Title: Owner / Manager / Registered Agent
(if signed by officer, partner or member of corporation, LLC (secretary or corporate owner) partnership or other non-individual Owner)

STATE OF _____)
)SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____ this _____ day of _____, 200__.

WITNESS my hand and official seal.

(Seal)

_____
(Notary Public)
My commission expires:

see attached C.A. Acknowledgment YL

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Diego)

On 2-19-2015 before me, Jessica Lannamann, notary public,
Date *Here Insert Name and Title of the Officer*

personally appeared Brady Hayek
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

JESSICA LANNAMANN
Commission # 1932054
Notary Public - California
Riverside County
My Comm. Expires Apr 17, 2015

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Letter of Authorization Document Date: 2-19-2015
Number of Pages: 1 Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: Brady Hayek
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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WTE
WYOMING TITLE & ESCROW
A MOTHER LODE COMPANY

WARRANTY DEED

Larry B. Bashford and Susan J. Bashford, husband and wife, GRANTORS, of Teton County, Wyoming, for and in consideration of TEN DOLLARS ($10.00) and other good and valuable consideration, in hand paid, receipt of which is hereby acknowledged, CONVEY AND WARRANT to The Teton Group, LLC, a Wyoming limited liability company, GRANTEE, whose address is Post Office Box 3472, Jackson, Wyoming 83001, the following described real estate, situate in the County of Teton, State of Wyoming, hereby waiving and releasing all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit:

Lots 11 and 12, Block 5 of the L. G. Gill Subdivision to the Town of Jackson, Teton County, Wyoming, according to that plat recorded June 16, 1950 as Plat No. 139.

PIN #22-41-16-27-3-08-011

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

WITNESS our hands this 6 day of October, 2008.

GRANTOR: BASHFORD, LARRY B ET UX
GRANTEE: TETON GROUP LLC
Doc 0739616 bk 709 pg 813-813 Filed At 11:20 ON 10/06/08
Sherry L. Daigle Teton County Clerk fees: 8.00
By Mary Smith Deputy

Larry B Bashford
Larry B. Bashford

Susan J. Bashford
Susan J. Bashford

RELEASED	
INDEXED	✓
ABSTRACTED	✓
SCANNED	

STATE OF Wyoming)
COUNTY OF Teton)

The foregoing instrument was acknowledged before me this 6th day of October, 2008 by Larry B. Bashford and Susan J. Bashford.

WITNESS my hand and official seal.

Lisa Driewer
Notary Public
My Commission Expires: _____

LISA DRIEWER - NOTARY PUBLIC
COUNTY OF TETON
STATE OF WYOMING
MY COMMISSION EXPIRES OCTOBER 11, 2010

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

WTE
WYOMING TITLE & ESCROW
A MOTHER LODE COMPANY

OWNERSHIP AND ENCUMBRANCE REPORT

Issued To:

On Sight Land Surveyors Inc
P.O. Box 12290
Jackson, WY 83002
(307) 734-6131

Report No.: W-15564
Effective Date: March 16, 2015
Current Date: April 2, 2015
Cost: $350.00

Project Reference:

Property Address: 475 East Deloney Avenue, Jackson, WY 83001

County: Teton

1. According to the last deed appearing of public record, title to the fee simple estate or interest in the land described or referred to in this Report at the effective date hereof appears to be vested in:

   The Teton Group, LLC, a Wyoming Limited Liability Company

2. The land referred to in this Report is described as follows:

   See Exhibit "A" Attached Hereto and Made a Part Hereof

Issued By:

WYOMING TITLE & ESCROW, INC.
Liz Jorgenson/Christina Feuz, Co-Managers
Phone: 307.732.2983

This Ownership and Encumbrance Report is not a Commitment for Title Insurance nor is it an Abstract of Title. This Ownership and Encumbrance Report is for informational purposes only, does not necessarily contain all defects, liens or encumbrances of record, and may not be relied upon as a representation of the record regarding the subject property, and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

EXHIBIT "A"
LEGAL DESCRIPTION

The property in this report is situation in the state of Wyoming, County of Teton,Town of Jackson:

Lots 11 and 12, Block 5 of the L. G. Gill Subdivision to the Town of Jackson, Teton County, Wyoming, according to that plat recorded June 16, 1950 as Plat No. 139.

PIDN: 22-41-16-27-3-08-011

ENCUMBRANCES WHICH AFFECT THE SUBJECT PROPERTY APPEAR TO BE (BUT ARE NOT NECESSARILY LIMITED TO) THE FOLLOWING:

1. General taxes for the year 2015, a lien in the process of assessment, not yet due or payable.

2. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

3. (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, (d) any right title or interest in any sand and gravel and/or minerals including access to and from to extract minerals, mineral rights, or related matters, including, but not limited to oil, gas, coal and other hydrocarbons, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.

4. All matters as delineated on the Official Plat of L.G. Gill Acreage, on file and of record with the Teton County Clerk, Official Records of Teton County, State of Wyoming, Map No. T-24.
Map T-24

5. All matters as delineated on the Official Plat of The L.G. Gill Subdivision, on file and of record with the Teton County Clerk, Official Records of Teton County, State of Wyoming, Map No. T-22.
Map T-22

6. All matters as delineated on the Official Plat of The L.G. Gill Subdivision, on file and of record with the Teton County Clerk, Official Records of Teton County, State of Wyoming, Plat No. 139.
Plat 139

7. Terms, provisions, covenants, conditions, restrictions and easements, provided in the Covenants, Conditions and Restrictions, but omitting covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, in document recorded December 20, 1950, as (book) 6 (page) 552, Official Records.
B6MR552

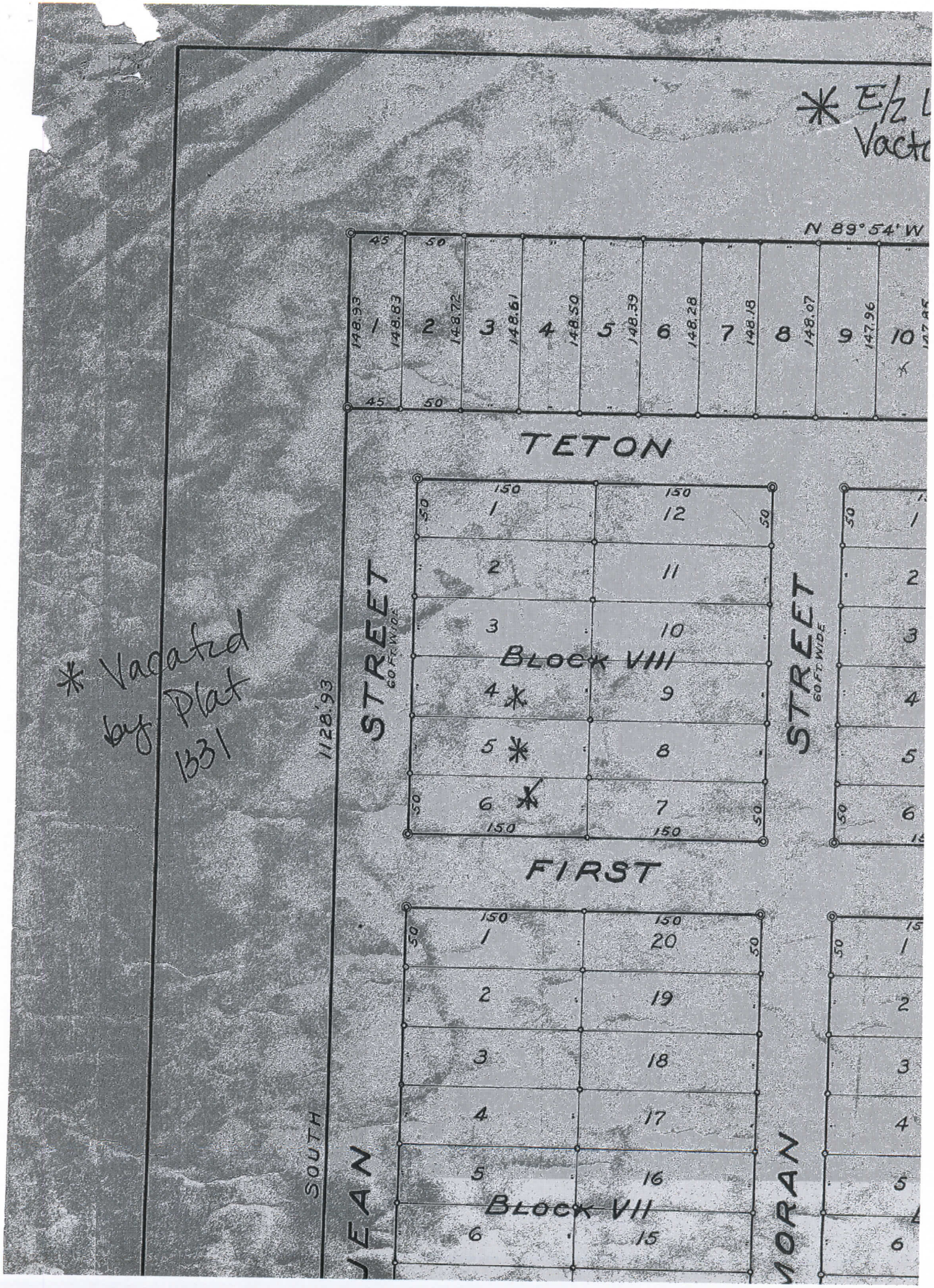
8. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as granted in a document recorded April 19, 1951, as (book) 6 (page) 577, Official Records:
Purpose: Telephone & Electricity
B6P577

9. Covenants, conditions and restrictions as contained in the deed from L. G. Gill, et al , recorded December 8, 1953, as (book) 10 (page) 338, Official Records. (affects Lot 11)
B10D338

10. Covenants, conditions and restrictions as contained in the deed from L. G. Gill, et al , recorded June 15, 1955, as (book) 10 (page) 517, Official Records. (affects Lot 12)
B10P517

********** End of Encumbrances **********

The Teton County Clerk has requested that the following PIN number be included in all recorded instruments for the subject property:
PIDN: 22-41-16-27-3-08-011


* E/2 L
Vacte
N 89° 54' W
45
50
148.93
148.83
148.72
148.61
148.50
148.39
148.28
148.18
148.07
147.96
1
2
3
4
5
6
7
8
9
10
TETON
150
50
12
11
10
9
8
7
STREET
60 Ft. WIDE
BLOCK VIII
* Vacated by Plat 1331
1128.93
FIRST
20
19
18
17
16
15
BLOCK VII
SOUTH

WY Secretary of State
FILED: 05/18/2007 09:30 AM
ID: 2007-000538123

ARTICLES OF ORGANIZATION
FOR A DOMESTIC LIMITED LIABILITY COMPANY

Wyoming Secretary of State
The Capitol Building, Room 110
200 W. 24th Street
Cheyenne, WY 82002-0020

Phone (307) 777-7311/7312
Fax (307) 777-5339
E-mail: corporations@state.wy.us

1. The name of the limited liability company is: The Teton Group, LLC

2. The period of its duration is: thirty(30) years from the date of the filing its Articles of Organization

(This is the length of time the LLC intends to exist. It may be listed as "perpetual," a certain number of years such as "30 years," or may be listed as a specific date such as "Dec. 31, 2055")

3. The purpose for which the limited liability company is organized is: Organized for doing all lawful business in Wyoming, except the businesses of insurance and banking.

4. The name and address of its registered agent is: Brady Hayek
605 Cache Creek Drive
Jackson, WY 83001

(The registered agent may be an individual resident in this state or a domestic or foreign corporation authorized to transact business in this state, having a business office identical with such registered office. Do not use a Post Office Box or Mail Drop Box)

5. The mailing address where correspondence and annual report forms can be sent:
Brady Hayek
P.O. Box 3472 Jackson, WY 83001

6. The total amount of cash and a description and agreed value of property other than cash contributed is: $100

7. The total additional contributions, if any, agreed to be made by all members and the times at which or events upon the happening of which they shall be made are: None

RECEIVED
MAY 18 2007
SECRETARY OF STATE
WYOMING

8. The right, if given, of the members to admit additional members, and the terms and conditions of the admission are: A majority vote of its members.

9. The right, if given, of the remaining members of the limited liability company to continue the business on the death, resignation, expulsion, bankruptcy or dissolution of a member or occurrence of any other event which terminates the continued membership of a member of the limited liability company:
A majority vote of its members.

10. **Complete either item #1 or item #2**

1) The limited liability company is to be managed by a manager or managers. The names and addresses of the managers who are to serve as managers until the first annual meeting of the members or until their successors are elected and qualify are:

2) The management of the limited liability company is reserved to the members. The names and addresses of the members are:
Brady Hayek P.O. Box 3472 Jackson, WY 83001
Mark Tuttle P.O. Box 1960 Jackson, WY 83001

Date: 5/15/07

Signed:

Filing Fee: ***$100.00***

Instructions:

1. The name must include the words "Limited Liability Company," or its abbreviations "LLC" or "L.L.C.," "Limited Company," or its abbreviations "LC" or "L.C.," "Ltd. Liability Company," "Ltd. Liability Co." or "Limited Liability Co.".

2. Articles must be accompanied by a written consent to appointment executed by the registered agent.

3. Make check payable to Secretary of State.

llcda - Revised: 12/2003

CONSENT TO APPOINTMENT
BY REGISTERED AGENT

Wyoming Secretary of State
The Capitol Building, Room 110
200 W. 24th Street
Cheyenne, WY 82002-0020

Phone (307) 777-7311/7312
Fax (307) 777-5339
E-mail: corporations@state.wy.us

I, Brady Hayek, voluntarily consent to serve as the registered agent for The Teton Group, LLC on the date shown below.

The registered agent certifies that he is: (check one)

☒ *(a) An individual who resides in this state and whose business office is identical with the registered office;*

☐ *(b) A domestic corporation or not-for-profit domestic corporation whose business office is identical with the registered office; or*

☐ *(c) A foreign corporation or not-for-profit foreign corporation authorized to transact business in this state whose business office is identical with the registered office.*

Dated this 15th day of May, 2007.

Signature of Registered Agent

Revised: 12/2003

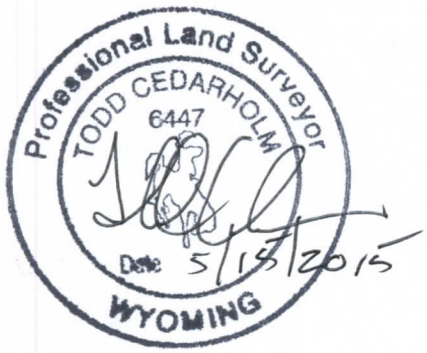
Map Check
Lot 29
Operator
Date

Thu May 14 10:05:02 2015

Project
Time

Course	Bearing	Distance	PT#	Northing	Easting	Description
			665	114512.80	112287.71	SK-6447
665-705	N 89°58'14" E	75.03	705	114512.84	112362.74	calc cor
705-700	S 00°03'41" E	100.15	700	114412.69	112362.85	calc cor
700-706	N 89°58'48" W	74.96	706	114412.72	112287.89	calc cor
706-665	N 00°06'09" W	100.09	665	114512.80	112287.71	SK-6447

Closure error distance> 0.00000000 Error Bearing> N 90°00'00" E
Closure Precision> 1 in 350224180932.22 Total Distance Traversed> 350.22
7508.3 Sq. Feet
0.2 Acres



Map Check
Lot 30
Operator
Date

Thu May 14 10:04:14 2015

Project
Time

Course	Bearing	Distance	PT#	Northing	Easting	Description
			662	114512.88	112437.77	SK-6447
662-661	S 00°01'14" E	100.21	661	114412.67	112437.81	SPIKE_ST
661-700	N 89°58'48" W	74.96	700	114412.69	112362.85	calc cor
700-705	N 00°03'41" W	100.15	705	114512.84	112362.74	calc cor
705-662	N 89°58'14" E	75.03	662	114512.88	112437.77	SK-6447

Closure error distance> 0.00000000 Error Bearing> N 90°00'00" E
Closure Precision> 1 in 350353067750.25 Total Distance Traversed> 350.35
7513.1 Sq. Feet
0.2 Acres

SUBDIVISION IMPROVEMENT AGREEMENT

THIS AGREEMENT dated this _____ day of _____, 2015 by and between THE TETON GROUP, LLC, hereinafter collectively referred to as "Subdivider", and the TOWN OF JACKSON, a municipal corporation of the State of Wyoming, hereinafter referred to as the "Town", provides as follows:

WHEREAS, Subdivider submitted a Final Development Plan for _____, which was approved by Town Council on _____, 20__ subject to execution of this agreement and submission of a Final Plat after completion of construction; and

WHEREAS, The Subdivider is required to construct certain public improvements (the "Improvements") as a condition of the approval of the final plat and associated Development Plan; and

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

WHEREAS, the Town Council approves of the terms and conditions of this agreement for this Final Development Plan designated as L.G. GILL THIRD FILING Addition to the Town of Jackson.

NOW, THEREFORE, IT IS HEREBY AGREED that for and in consideration of the aforesaid premises and the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, paid by each of the said parties to the other, Subdivider on its own behalf or any successor in interest or assign, and the Town do mutually covenant and agree as follows:

1. SUBDIVIDER TO COMPLY

Subdivider shall comply with all improvement requirements contained in Section 6140 A. of the Town of Jackson Land Development Regulations, the Development Plan approved by Town Council on _____ 20__ and subdivision improvement plans and specifications retained on file in the office of the Town Engineer the Planning Director, and the requirements of the Town Planning and Zoning Commission and Town Council for this subdivision. Improvements shall be engineered, designed, constructed, and installed solely at Subdivider's own cost and expense except as noted below in Section 15 regarding over-sizing of utilities.

2. DEVELOPMENT PLAN AND FINAL PLAT REQUIREMENTS INCORPORATED

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

3. APPROVED SUBDIVISION INFRASTRUCTURE IMPROVEMENT PLANS AND SPECIFICATIONS

The subdivision infrastructure improvement plans and specifications filed by Subdivider or its agents, as approved by the Town Engineer and maintained on file in the office of the Town Engineer, and any revision of said improvement plans and specifications approved by said Town Engineer are hereby incorporated herein by reference as though fully set forth. All public improvement work required by Subdivider under this agreement shall be in accordance with said improvement plans and specifications. No construction of required public or private improvements shall commence until after approval of a Final Development Plan and approval of all design and construction drawings by appropriate agencies.

The Subdivider, its contractors and subcontractors, shall follow all instructions received from the Town's inspectors. Prior to construction, the Subdivider or his engineer shall schedule a preconstruction meeting with Town Engineering at a mutually agreeable time and location with all parties concerned, including the Town staff, to review the program for the construction work.

4. ESTIMATED COST OF SUBDIVISION INFRASTRUCTURE IMPROVEMENTS AND SECURITY THEREFORE

The list of improvements and the total cost of improvements required by this agreement as estimated by a professional engineer licensed in the State of Wyoming on behalf of the Subdivider, and as approved by the Town Engineer, is attached hereto as Exhibit "A" and by this reference made a part hereof. Subdivider shall deposit with the Town, prior to filing of the Final Plat, an irrevocable letter of credit, or performance and payment bond, or funds in escrow, or other equivalent security or commitment approved by the Town Council. Such security shall be in the amount of 125% of the estimate approved by the Town Engineer and Planning Director.

5. ESTIMATED COST OF OTHER SUBDIVISION IMPROVEMENTS AND SECURITY THEREFORE

Affordable Housing Obligation. Subdivider shall construct ___----____ housing units that comply with current Teton County Housing Authority Guidelines in order to fulfill

Subdivider's obligation that Subdivider provide affordable housing for _____ persons. The Subdivider shall obtain a certificate of occupancy for said affordable housing units within two years of recordation of the plat or by the time the certificate of occupancy issues for the third market unit, whichever first occurs. In order to secure performance of Subdivider's affordable housing obligation, Subdivider shall provide to the Town a letter of credit in favor of the Town in the amount of $__N.A__ (125% of the estimated construction cost of the affordable housing units). If Subdivider does not construct the affordable housing units within two years of recordation of the plat or by the time the certificate of occupancy issues for the third market unit, whichever first occurs, Town shall construct the affordable housing unit using proceeds from the letter of credit.

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

All electrical power, telephone and telegraph communication, cable television, and gas facilities within the subdivision shall be installed underground, except that above-ground facilities necessary to serve underground facilities, other installation of peripheral overhead electrical transmission and distribution feeder lines, or other installation of either temporary or peripheral overhead communications, distance, trunk, or feeder lines may be allowed. Subdivider understands and agrees that any and all said facilities that are to be constructed within or under any street improvements shall be in place prior to the construction of the surface street improvements. Subdivider affirms that the public utility companies, including the cable television company enfranchised by the Town, providing the said services and facilities to and within the subdivision have been directly consulted by Subdivider through its officers, agents, or employees and that Subdivider is informed as to the approximate cost to Subdivider of the provision and installation of said facilities and services underground and that the requirements for said facilities have been considered in the preparation of the subdivision improvement plans.

7. EXACTIONS:

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

Parks Exactions:	$ __N.A.___
School Exaction:	$ __N.A.___
Affordable/Employee:	$ __N.A.___

8. TIME FOR COMPLETION:

Subdivider agrees to install all improvements as required and further agrees that all such work of improvements shall be fully completed within one year following the recordation of the Final Plat, unless said time upon written request of Subdivider made to the Town Engineer of the Town is extended by the Town, which extension shall not be unreasonably withheld.

9. WARRANTY:

All work and improvements required pursuant to this agreement and the ordinances of the Town shall be subject to and shall carry a guarantee and warranty for all work and materials for a period of one (1) year from the date of acceptance, which shall be for the benefit of the Town and this obligation shall survive any release of security by the Town. The Subdivider shall post maintenance bonds or appropriate letters of credit to secure the warranties equal to 20% of the total estimated cost of construction.

10. LIABILITY:

Subdivider agrees to carry a comprehensive general liability policy with minimum limits of $500,000 for each occurrence and $1,000,000 annual aggregate for bodily injury and $500,000 for each occurrence and $1,000,000 annual aggregate for property damage or a combined single limit policy with minimum limits of $1,000,000 for each occurrence and $2,000,000 annual aggregate which includes coverage for manufacturer and contractors, independent contractors, products, completed operations, and personal injury. Subdivider also agrees to name the Town as an additional named insured as respects the contract, and a certificate of insurance covering these items shall be filed with the Town Engineer prior to the filing of the Final Plat.

11. PERFORMANCE TESTING AND INSPECTION:

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

Subdivider shall be responsible for obtaining all required Town permitting and abiding by the conditions set forth within same. Subdivider shall be required to complete all construction work and necessary performance tests on installed infrastructure per the existing Town standards. Subdivider shall be responsible for the preparation of daily inspection reports and tests results. This information shall be submitted to the Town Engineer. The Town shall have the right, but not the obligation, to be present at any and all such performance tests and to perform periodic observation of any and all phases of construction. Subdivider shall notify the Public Works Department prior to the commencement of any performance test or any placement of asphalt pavement or concrete curb and gutter and shall provide placement for a representative of the Town to be present at the test or placement.

12. RELEASE OF SECURITY:

A. Release. As improvements are completed, the Subdivider may submit a written request to the Town Engineer for a release of part or all of the guarantee. Upon inspection and approval, the Town Engineer shall release the requested amount of the guarantee. If the Town Engineer determines that any of the improvements are not constructed in substantial compliance with approved plans and specifications and/or requirements, the Town Engineer shall furnish the Subdivider a list of

specific deficiencies and shall be entitled to withhold collateral sufficient to ensure compliance. If the Town Engineer determines that the Subdivider will not construct any or all of the improvements in accordance with all of the specifications and/or requirements, the Town Engineer shall draw and expend from the bond, letter of credit, deposit of collateral or other form of financial assurance, such funds as may be necessary to construct the improvements.

No implied certification of compliance. Release of the improvements guarantee does not constitute certification of compliance with the standards of these Land Development Regulations or any applicable code or other requirement or a release of the responsibility of the subdivider.

B. Acceptance by the Town

1. Prior to acceptance. The Town shall not have any responsibility with respect to any street, or other improvement, notwithstanding the use of the same by the public, unless the street or other improvement has been formally accepted by the Town.
2. Request for acceptance. Upon completion of the improvements, the subdivider may request, in writing, their acceptance by the Town. This request shall be accompanied by proof that there are no outstanding judgments or liens against the land upon which the public improvements are located.
3. Final inspection. Upon receipt of a written request for acceptance from the subdivider, the Town Engineer will conduct a final inspection of the public improvements and will furnish a written list of any deficiencies noted. The Town Engineer will base the inspection on compliance with the approved construction plans, profiles and specifications, as required by the Land Development Regulations. Upon satisfactory completion of all construction in accordance with the approved plans, profiles, and specifications, as certified by a registered engineer in the State of Wyoming, and receipt of reproducible record drawings and satisfactory test results, the Town Engineer will notify the Subdivider in writing of the Town's approval of the public improvements and schedule the request for acceptance for review by the Town Council.
4. Record drawings. Prior to the acceptance of any completed improvements, record drawings and specifications for streets, water, sewer, drainage and other facilities must be submitted to the Town Engineer. The plans shall be submitted on twenty-four (24) inches by thirty-six (36) inches mylar and shall be accompanied by two (2) sets of prints and computerized electronic media format deemed suitable by the Town Engineer. The plans shall show the detailed location of all utilities including service lines to lots. A permanent benchmark shall be described on each sheet.
5. Certification. The following certification by the project engineer shall appear on the face of the record drawings:

   Records Plans Certificate

   These record plans were prepared under my direct supervision and control and are an accurate representation of the public improvements shown hereon as they were

constructed. The improvements as installed conform to the requirements of the Wyoming Department of Environmental Quality, the Wyoming Department of Transportation, the Town of Jackson, and other applicable agencies. Where the improvements were constructed in a different manner, form, type, alignment, location, or material than as originally approved, they have been so noted.

(Engineer's Signature)
(Engineer's Name, Printed) Date
Wyoming P.E. No.

6. Notification of acceptance. Upon action of the Town Council to accept the improvements, the Town Engineer shall notify the subdivider in writing of the Town's acceptance.
7. Responsibility to maintain. Upon acceptance by the Town, all responsibility for the improvements shall be assumed by the Town, except that the Subdivider shall be subject to a one (1) year warranty on the construction of the improvements from the time of acceptance by the Town.

13. DEVELOPMENT COORDINATION

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

14. ACCEPTANCE:

The Town agrees to accept the improvements only upon proper completion of the public and private infrastructure improvements as set forth in article 3 of this agreement, and the satisfactory testing and inspection and acceptance of said improvements as set forth in articles 11 and 12 of this agreement. The Town shall not be responsible for any improvements, maintenance, or care until the same shall be accepted, nor shall the Town exercise any control over the improvements until accepted.

15. REIMBURSEMENT FOR INFRASTRUCTURE OVER-SIZING:

The Town agrees to reimburse Subdivider for infrastructure over-sizing generally described as follows:

N/A.

The reimbursement shall be effected only after such time as the Town accepts the subdivision improvements, a written request for reimbursement is submitted to the Town by Subdivider, and the Town Council, acting on the advice and recommendation of the Town Engineer, authorizes the reimbursement.

16. NOTICES

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

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

Subdivider: The Teton Group, LLC
PO Box 3472
Jackson, WY 83001

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

17. BINDING EFFECT OF AGREEMENT AND MODIFICATIONS

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

18. TITLE AND AUTHORITY

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

19. SEVERABILITY

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

the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

TOWN OF JACKSON,
a municipal corporation
of the State of Wyoming

APPROVED AS TO FORM:

_____
Sara Flitner, Mayor

_____
Town Attorney

CONTENTS:

_____
Olivia Goodale, Town Clerk

_____
Town Engineer

_____
Planning Director

SUBDIVIDER:

By: _____

Name: _____

Title: _____

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Audrey Cohen-Davis as Town Attorney of the Town of Jackson this _____day of _____, 20__.

Witness my hand and official seal.

_____
Notary Public

My commission Expires:

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Shawn P. O'Malley as Town Engineer of the Town of Jackson this _____day of _____, 20__.

Witness my hand and official seal.

_____
Notary Public

My commission Expires:
STATE OF WYOMING)
)ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Tyler Sinclair as Planning Director of the Town of Jackson this _____day of _____, 20__.

Witness my hand and official seal.

_____
Notary Public

My commission Expires:

STATE OF WYOMING
)ss.
COUNTY OF TETON

The foregoing instrument was acknowledged before me by _____, of _____as its _____, this ____ day of _____, 20__.

Witness my hand and official seal.

_____
Notary Public

My commission Expires:

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 6, 2015

Kevin Olson

Subscribed in my presence and sworn to before me this 14 Day of MAY, 2015.

Kathleen M. Godines

KATHLEEN M. GODINES
COUNTY OF TETON — STATE OF WYOMING
MY COMMISSION EXPIRES Jan. 1, 2016

NOTARY PUBLIC

Fee for publication $ 78.76 Charge to the following:

Account No: 18490 Name: On Sight Land Surveyors

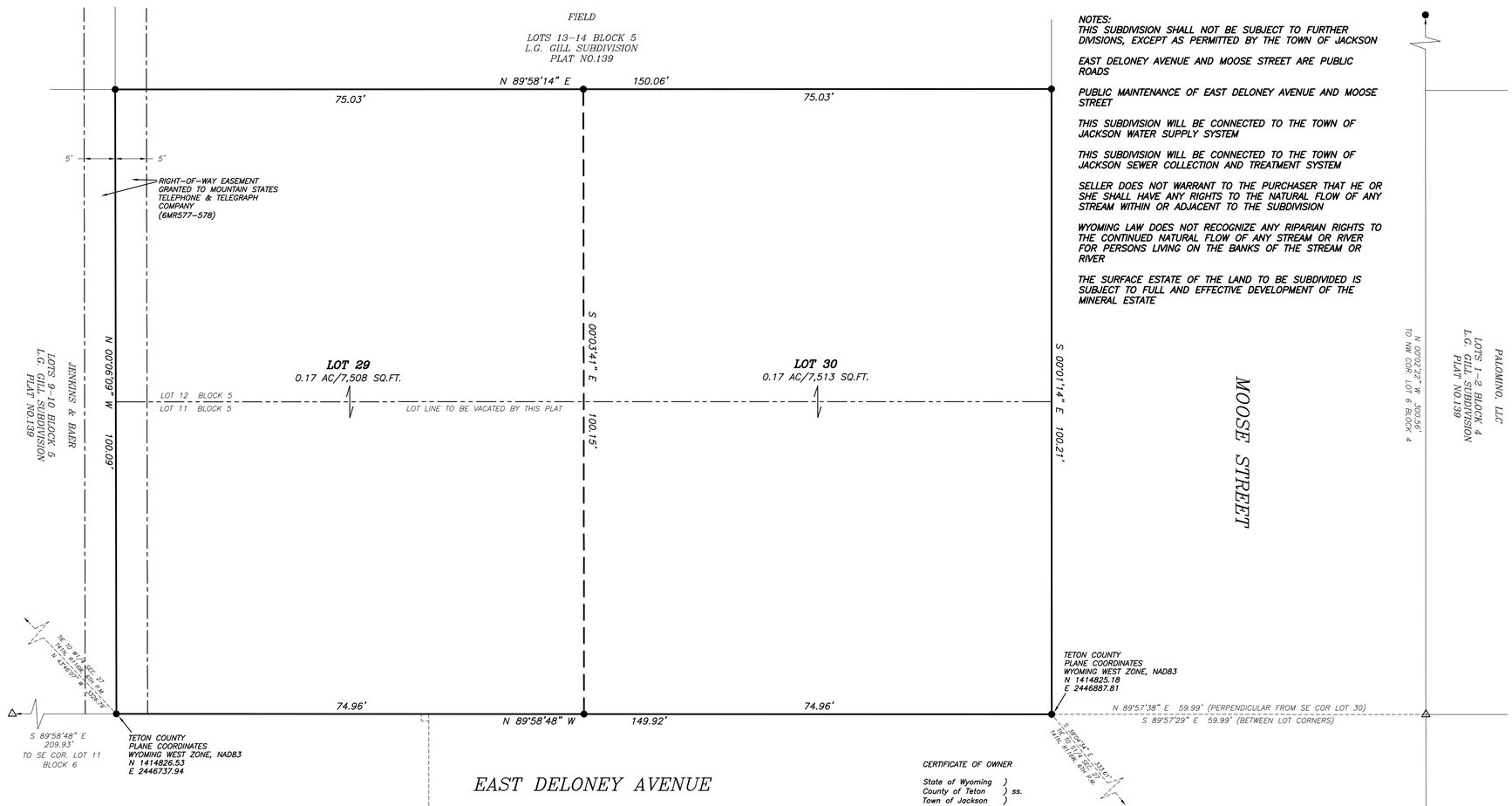
Address: PO Box 12290 Jackson WY 83002

NOTICE OF INTENT TO SUBDIVIDE

Notice is hereby given that in accordance with Chapter 18.5-306 Wyoming Statutes, as amended, that The Teton Group, LLC, a Wyoming limited liability company, intends to apply for a permit to subdivide property within the Town of Jackson, Teton County, Wyoming. The proposed subdivision is a re-platting of Lot 11 and adjacent Lot 12 Block 5 of the L.G. Gill Subdivision, located at 475 E. Deloney Ave., to reconfigure the common line between the two lots. The project is located on 0.34 acres in Jackson, Wyoming, within the SE¼SW¼ of Section 27, T41N, R116W, 6th P.M.

Filing for said permit will occur at a regular meeting of the Town of Jackson Town Council in the Town Council Chambers. Please contact the Town of Jackson Planning Department at (307) 733-0520 for the scheduled meeting date and additional information.

Publish: 05/06, 05/13/15



NOTES:

THIS SUBDIVISION SHALL NOT BE SUBJECT TO FURTHER DIVISIONS, EXCEPT AS PERMITTED BY THE TOWN OF JACKSON

EAST DELONEY AVENUE AND MOOSE STREET ARE PUBLIC ROADS

PUBLIC MAINTENANCE OF EAST DELONEY AVENUE AND MOOSE STREET

THIS SUBDIVISION WILL BE CONNECTED TO THE TOWN OF JACKSON WATER SUPPLY SYSTEM

THIS SUBDIVISION WILL BE CONNECTED TO THE TOWN OF JACKSON SEWER COLLECTION AND TREATMENT SYSTEM

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 THE SUBDIVISION

WYOMING LAW DOES NOT RECOGNIZE ANY RIPARIAN RIGHTS TO THE CONTINUED NATURAL FLOW OF ANY STREAM OR RIVER FOR PERSONS LIVING ON THE BANKS OF THE STREAM OR RIVER

THE SURFACE ESTATE OF THE LAND TO BE SUBDIVIDED IS SUBJECT TO FULL AND EFFECTIVE DEVELOPMENT OF THE MINERAL ESTATE

LEGEND

- ● INDICATES A 5/8 INCH DIAMETER STEEL REBAR WITH AN ALUMINUM CAP INSCRIBED "PLS 6447" FOUND OR SET THIS SURVEY
- ○ INDICATES A 5/8 INCH DIAMETER STEEL REBAR WITH AN ALUMINUM CAP INSCRIBED "PLS 3831" FOUND THIS SURVEY
- △ INDICATES A STEEL SPIKE FOUND THIS SURVEY
- ——— LOT LINE
- ——— ADJACENT LOT LINE
- – – — – – — LOT LINE TO BE VACATED BY THIS PLAT
- — — — — — — NEW LOT LINE

ON SIGHT LAND SURVEYORS

GRAPHIC SCALE

0 FEET 10 FEET 20 FEET 30 FEET

1 INCH = 10 FEET

On Sight LAND SURVEYORS, INC.
155 West Gill Ave.
P.O. Box 12290
Jackson, WY 83002
(307) 734-6131

Project No. 22–139–5–11–12A 22–139–5–11–12A_fp.dwg 05/14/2015

CERTIFICATE OF OWNER

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

The undersigned owner hereby certifies that the foregoing subdivision of Lot 11 and Lot 12 Block 5 of the L.G. Gill Subdivision, a subdivision of record in the Office of the Clerk of Teton County, Wyoming, as Plat No. 139 and located within the SE1/4SW1/4 Section 27, T41N, R116W, 6th P.M., as shown on this plat and more particularly described under the Certificate of Surveyor is with free consent and in accordance with the desires of the undersigned owners and proprietors of the described lands;

that the name of the subdivision shall be L.G. GILL THIRD FILING ADDITION TO THE TOWN OF JACKSON:

that this subdivision is subject to all matters as delineated on the Official Plat of L.G. Gill Acreage, recorded as Map No. T–24, on file in the Office of the Clerk of Teton County, Wyoming;

that this subdivision is subject to all matters as delineated on the Official Plat of The L.G. Gill Subdivision, recorded as Map No. T–22, on file in said Office;

that this subdivision is subject to any covenants, conditions, restrictions, easements, ditches, roadways, rights–of–way, common areas, reservations and building requirements as delineated on the Official Plat of The L.G. Gill Subdivision, recorded as Plat No. 139, on file in said Office;

that this subdivision is subject to terms, provisions, covenants, restrictions and easements provided in the Covenants, Conditions and Restrictions on file in Book 6 of Mixed Records, Page 552, records of Teton County, Wyoming;

that this subdivision is subject to that Right–of–way easement granted to Mountain States Telephone & Telegraph Company on file in Book 6 of Mixed Record, Pages 577–578, records of Teton County, Wyoming;

that this subdivision is subject to those Covenants, conditions and restrictions as contained in the deed from L.G. Gill et al., on file in Book 10 of Deeds, Page 338, records of Teton County, Wyoming;

that this subdivision is subject to those Covenants, conditions and restrictions as contained in the deed from L.G. Gill et al., on file in Book 10 of Deeds, Page 517, records of Teton County, Wyoming;

that access to this subdivision is from East Deloney Avenue, a public road serving this subdivision;

that access across this subdivision is hereby granted to emergency vehicles, including ambulances, fire–fighting vehicles, and police vehicles;

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 the 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;

that Lot 11 and Lot 12 Block 5 of the L.G. Gill Subdivision are hereby vacated, being reconfigured as L.G. GILL THIRD FILING ADDITION TO THE TOWN OF JACKSON;

that in accordance with said Section 34–12–110, Wyoming Statutes, the Teton County Clerk is respectfully requested to write "vacated" across Lot 11 and Lot 12 Block 5 of the L.G. Gill Subdivision recorded in said Office as Plat No. 139.

THE TETON GROUP, LLC
A WYOMING LIMITED LIABILITY COMPANY

BY: Brady Hayek
ITS: Member

SIGNATURE BY SEPARATE AFFIDAVIT

CERTIFICATE OF APPROVAL

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

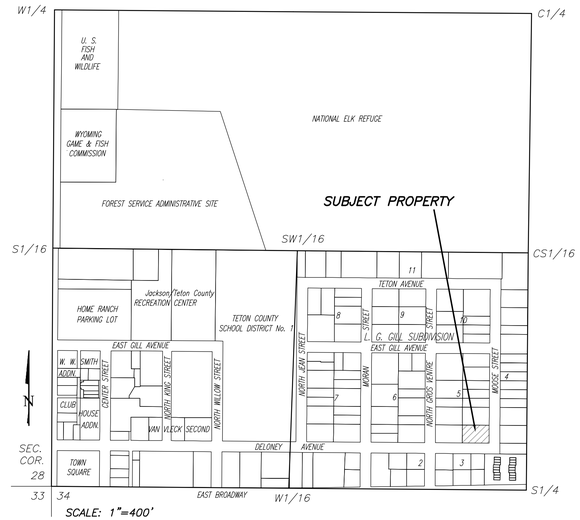
The foregoing L.G. GILL THIRD FILING ADDITION TO THE TOWN OF JACKSON was approved at the regular meeting of the Town Council on the _____ day of _____, 2015, in accordance with Section 15–1–415, Wyoming Statutes.

Attest: TOWN OF JACKSON

Olivia Goodale, Town Clerk — Sara Flitner, Mayor

Shawn O'Malley, Town Engineer — Tyler Sinclair, Planning Director

VICINITY MAP
SHOWING
SW1/4 SECTION 27
T41N, R116W, 6TH P.M.
TOWN OF JACKSON
TETON COUNTY, WYOMING



OWNER & DEVELOPER
The Teton Group, LLC
P.O. Box 3472
Jackson, WY 83001
(307) 690–2918

SURVEYOR
On Sight Land Surveyors, Inc.
155 W. Gill Ave.
P.O. Box 12290
Jackson, WY 83002
(307) 734–6131

TOTAL PROJECT ACREAGE: 0.34 Acres

NUMBER OF LOTS: 2

PREPARATION DATE: May 13, 2015

FINAL REVISION DATE:

CERTIFICATE OF SURVEYOR

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

I, Todd Cedarholm of Jackson, Wyoming, hereby certify that this plat was prepared from data obtained during a survey performed by me and others under my supervision during October, 2014, and from records available in the Office of the Clerk of Teton County;

that it correctly represents L.G. GILL THIRD FILING ADDITION TO THE TOWN OF JACKSON being further described as follows:

Lot 11 and Lot 12 Block 5 of L.G Gill Addition, Plat No. 139;

ENCOMPASSING 0.34 acres, more or less;

that a search of the records of the Wyoming State Engineer's Office indicates that there are no surface water rights or ground water rights appurtenant to the lands included in this subdivision;

that the BASE BEARING is N 90°00'00" W along the south line of the subject property in accordance with said Plat No. 139;

that all corners will be monumented as shown hereon by September 30, 2015.

Todd Cedarholm
Wyoming Professional Land Surveyor No. 6447

The foregoing instrument was acknowledged before me by Todd Cedarholm this _____ day of _____, 2015.

Witness my hand and official seal.

Notary Public My commission expires:

FINAL PLAT

L.G. GILL THIRD FILING ADDITION TO THE TOWN OF JACKSON

BEING IDENTICAL WITH
LOTS 11 & 12 BLOCK 5
L.G. GILL SUBDIVISION
PLAT NO. 139
LOCATED WITHIN
SE1/4SW1/4 SECTION 27
T41N, R116W, 6TH P.M.
TOWN OF JACKSON
TETON COUNTY, WYOMING