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April 1, 2015

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

RE: Planning Permit Application for Subdivision Plat for Mary R. McCarthy 2002 Revocable Trust

Dear Planning,

Attached are submittal materials for a Subdivision Plat for a 2-lot subdivision we are submitting on behalf of Mary R. McCarthy 2002 Revocable Trust. This property is located at 745 Cache Creek Drive.

Included for your review are the following:

Twelve copies (12) of the following Subdivision Plat documents:

1. Planning Permit Application
2. Application fee for \$1,000
3. Title Report
4. Most recent Warranty Deed and Letter of Authorization
5. Notice of Intent to Subdivide publication receipt
6. Subdivision Improvement Agreement, to be completed if applicable
7. Affidavit of Acknowledgement and Acceptance of plat
8. Calculations for School and Park Exactions
9. Copy of the Final Plat for Ferrin Tenth addition

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

Sincerely,

La. Bergt on behalf of Jim Barlow

Jim Barlow
Pierson Land Works LLC
Enclosure(s)

wyoming office po box 1143 180 south willow street jackson, wy 83001 tel 307.733.5429 fax 307.733.9669

idaho offices 151 n. ridge ave., suite 117, idaho falls, id 83402 tel 208.529.5429 | po box 680 driggs, id 83422 tel 208.354.5429



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

For Office Use Only

Fees Paid _____
 Check # _____ Credit Card _____ Cash _____
 Application #s _____

PROJECT.

Name/Description: McCarthy - 2-Lot Subdivision
 Physical Address: 745 Cache Creek Drive
 Lot, Subdivision: Lot 4, Burns Ferrin Addition PIDN: 22-41-16-34-1-32-008

OWNER.

Name: The Mary R. McCarthy 2002 Revocable Trust Phone: 408.482.4423
 Mailing Address: 1487 Greenwich Street, Apt. 32, San Francisco, CA ZIP: 94109
 E-mail: mm987@gmail.com

APPLICANT/AGENT.

Name: Pierson Land Works LLC Phone: 307.733.5429
 Mailing Address: PO Box 1143, Jackson, WY ZIP: 83001
 E-mail: jbarlow@piersonlandworks.com

DESIGNATED PRIMARY CONTACT.

_____ Owner Applicant/Agent

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

Use Permit	Physical Development	Interpretations
_____ Basic Use	_____ Sketch Plan	_____ Formal Interpretation
_____ Conditional Use	_____ Development Plan	_____ Zoning Compliance Verification
_____ Special Use		
Relief from the LDRs	Development Option/Subdivision	Amendments to the LDRs
_____ 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 #: Item P14-0085 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.

Lori Boyt
Signature of Owner or Authorized Applicant/Agent

Lori Boyt on behalf of Jim Barlow
Name Printed

4-1-15
Date

Office Manager
Title

LETTER OF AUTHORIZATION

Mary R. McCarthy 2002 Rev. Trust, as amended, "Owner" whose address is: _____

107 Greenwich Street Apt 32, San Francisco CA 94109

(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

Mary R. McCarthy, Trustee, as the owner of property

more specifically legally described as: Lot 4 of the Farm Addition to the Town of Jackson
Plot 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 replotting, 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) (SIGNATURE OF CO-OWNER)

Title: trustee

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

STATE OF California)
COUNTY OF San Francisco) SS.

The foregoing instrument was acknowledged before me by Mary Ryan McCarthy on November 20, 2017 day of _____

WITNESS my hand and official seal.

[Signature]
(Notary Public)
My commission expires: 11-13-17





GRANTOR CORNELIUS, DIANN TRUSTEE
 GRANTEE MC CARTHY, MARY R TRUSTEE
 Doc 0865068 bh 675 pg 529-529 Filed At 16 48 ON 08/21/14
 Sherry L. Dagle Teton County Clerk fees: 12.00
 By Mary D. Antrobus Deputy

RELEASED
 INDEXED
 ABSTRACTED
 SCANNED

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: 500365 (mgm)

Diann Cornelius, Successor Trustee of The Don and Colleen Fisher Living Trust, dated June 26, 1998; Amended April 23, 2010; and any further amendments thereto, GRANTOR(S), for Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, CONVEY(S) AND WARRANT(S) to

Mary R. McCarthy, Trustee of the Mary R. McCarthy 2002 Revocable Trust by declaration dated May 28, 2002; Amended and Restated July 12, 2011, and any further amendments thereto, GRANTEE(S),

whose mailing address is 1487 Greenwich Street, Apt 32, San Francisco, CA 94109, the following described real estate, situated in the County of Teton, State of Wyoming, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Wyoming, to-wit:

Lot 4 of the Ferrin Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on February 25, 1980 as Plat Number 401. PIN 22-41-16-34-1-32-008

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 record.

WITNESS the due execution and delivery of this Warranty Deed

this 15th day of August, 2014.

The Don and Colleen Fisher Living Trust,
 dated June 26, 1998; Amended April 23,
 2010; and any further amendments thereto

Diann Cornelius TRUSTEE
 Diann Cornelius, Successor Trustee

State of Wyoming

County of Teton

The foregoing instrument was acknowledged before me by Diann Cornelius, Successor Trustee of The Don and Colleen Fisher Living Trust, dated June 26, 1998; Amended April 23, 2010; and any further amendments thereto, this 15th day of August, 2014.

Witness my hand and official seal.

[Signature]
 Notary Public
 My Commission expires:



Lori Boyt

From: Rudy Perez, Legal Dept./JH News&Guide <legals@jhnewsandguide.com>
Sent: Tuesday, March 24, 2015 1:57 PM
To: Lori Boyt
Subject: Re: Notice of Intent - Publication

Hi Lori,
I have received your ad and will run the legal as requested.

Thank you,

Rudy Perez
Legal Notices
Jackson Hole News&Guide
307.733.2047, Ext. 123

On Mar 24, 2015, at 1:47 PM, Lori Boyt wrote:

Dear N&G-

Below please find a Notice of Intent to be published.

Thank you
Lori

NOTICE OF INTENT TO SUBDIVIDE

Notice is hereby given that in accordance with Chapter 18-35-306 Wyoming Statutes, 1977, as amended, Mary R. McCarthy Revocable Trust, owner of Lot 4, Burns Ferrin Addition to the Town of Jackson, intends to apply for a permit for a 2-lot subdivision. The project is generally located at 745 Cache Creek Drive, 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.

Do not print contents below

line:

Please publish: April 1st and April 8th 2015

Bill to:
Pierson Land Works LLC
P.O. Box 1143
Jackson, WY 83001

**TOWN OF JACKSON
 LAND DEVELOPMENT REGULATIONS
 DIVISION 49700 - SCHOOL EXACTIONS
 DATE: 04/01/2015**

CASH-IN-LIEU OF LAND DEDICATION: SECTION 49770

- 1. PROJECT NAME: McCarthy - Ferrin 10th
- 2. LOCATION: 745 Cache Creek Drive
- 3. PROJECT NUMBER: _____

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>.020</u>
.015 ACRES PER UNIT MULTI-FAMILY		_____		_____

5. CALCULATE CASH IN-LIEU:

$$\frac{.020}{\text{LAND DEDICATION STANDARD}} \times \$100,000 \text{ (VALUE OF LAND)} = \$ \frac{2,000}{\text{CASH-IN-LIEU}}$$

- 6. FOR INFORMATION ON PROVIDING AN INDEPENDENT CALCULATION, SEE LDR SECTION 49750 OPTION FOR INDEPENDENT CALCULATION OF DEDICATION STANDARDS

**TOWN OF JACKSON
 LAND DEVELOPMENT REGULATIONS
 DIVISION 49600 - PARK EXACTIONS
 DATE: 04/01/2015**

CASH-IN-LIEU OF LAND DEDICATION: SECTION 49660

- 1. PROJECT NAME: McCarthy - Ferrin 10th
- 2. LOCATION: 745 Cache Creek Drive
- 3. PROJECT NUMBER: _____

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>3.0</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:

$$\begin{array}{rclclcl}
 \underline{3.0} & \text{TOTAL PROJECTED} & & & & & \\
 & \text{POPULATION} & \times & \underline{9 \text{ ACRES}} & = & \underline{0.27} & \text{REQUIRED} \\
 & & & \text{1000 RESIDENTS} & & & \text{ACRES}
 \end{array}$$

6. CALCULATE CASH-IN-LIEU:

$$\begin{array}{rclclcl}
 \underline{0.27} & \text{REQUIRED ACRES} & \times & \$100,000 & = & \underline{\$ 2,700.00} & \text{CASH-} \\
 & & & \text{(VALUE OF LAND)} & & & \text{IN-LIEU}
 \end{array}$$

7. FOR INFORMATION ON PROVIDING AN INDEPENDENT CALCULATION, SEE LDR SECTION 49650 OPTION FOR INDEPENDENT CALCULATION OF DEDICATION STANDARDS



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

received
1-2-15

RECORDED DOCUMENT GUARANTEE – WYOMING

SCHEDULE A – PAGE 1

Order No.	Liability	Fee	Reference	Guarantee No.
529961RDG	\$500.00	\$250.00	MCCARTHY TRUST	SG 08004594

1. Name of Assured: Pierson Land Works
2. Date of Guarantee: December 23, 2014 at 08:00 AM
3. The estate or interest in the land hereinafter described is: Fee Simple.
4. Title to said or estate or interest at the Date hereof is vested in:

Mary R. McCarthy, Trustee of the Mary R. McCarthy 2002 Revocable Trust by declaration dated May 28, 2002; Amended and Restated July 12, 2011, and any further amendments thereto
5. The land referred to in this Guarantee is situated in the County of Teton, State of Wyoming and is described as follows:

Lot 4 of the Ferrin Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on February 25, 1980 as Plat Number 401.
6. As of the Date of this Guarantee, the following exceptions reference all recorded documents which may affect title to the herein described land:
 - a. Covenants, conditions, restrictions, reservations, easements, encroachments, ditches, roadways, rights-of-way, common areas and building set back requirements as delineated on the recorded Plat Number(s) 401, records of Teton County, Wyoming.
 - b. Right of Way Easement from B. P. Ferrin to The Mountain States Telephone and Telegraph Company appearing of record in Book 10 of Mixed Records, Page 283, records of Teton County, Wyoming.
 - c. Easement from Burns P. Ferrin and Anna A. Ferrin to Jackson Hole Cable Telecommunications, Inc. appearing of record in Book 47 of Photo, Pages 144-146, records of Teton County, Wyoming.



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

RECORDED DOCUMENT GUARANTEE – WYOMING

SCHEDULE A – PAGE 2

Order No.	Liability	Fee	Guarantee No.
529961	\$500.00	\$250.00	SG 08004594

6. As of the Date of this Guarantee, the following exceptions reference all recorded documents which may affect title to the herein described land: (CONTINUED)
- d. Right of Way from Enoch B. Ferrin and Nellie G. Ferrin to United States of America appearing of record in Book 6 of Deeds, Page 28, records of Teton County, Wyoming.
 - e. Right of Way from Enoch B. Ferrin and Nellie G. Ferrin to Town of Jackson appearing of record in Book 6 of Deeds, Page 66, records of Teton County, Wyoming.
 - f. Right of Way from Hope Ferrin Brownfield to Teton County appearing of record in Book 12 of Mixed Records, Page 250, records of Teton County, Wyoming.
 - g. Right of Way from Don C. Fisher and Colleen Fisher to Town of Jackson appearing of record in Book 38 of Photo, Pages 423-425, records of Teton County, Wyoming.
 - h. Rights of the public or others to the ownership, use and/or access to any streams, creeks, rivers or bodies of water lying within the boundaries of and/or appurtenant to subject property.
 - i. Fence encroachment and overhead utility lines as revealed by that Improvement Location Survey of subject land prepared by Pierson Land Works as Project No. 13101 and dated July 18, 2014.



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

RECORDED DOCUMENT GUARANTEE – WYOMING

SCHEDULE A – PAGE 3

Order No.	Liability	Fee	Guarantee No.
529961	\$500.00	\$250.00	SG 08004594

The following is provided for informational purposes and is not part of the Assurances given under this Guarantee:

1. The status of real property taxes is as follows:

Tax ID #	2014 Tax Status	2015 Tax Status*
OJ-000616	Paid in the amount of \$1,872.55	Not yet due or payable.

We recommend that the person responsible for closing this verify this tax information prior to closing.

** Real Estate Taxes are payable as follows:*

- *If making one payment: Due on or before December 31.*
- *If making two payments: First half payable September 1 and delinquent November 10; second half due March 1 and delinquent May 10.*

2. The PIDN for this property appears to be: 22-41-16-34-1-32-008

Issued by:



Jackson Hole Title & Escrow

P.O. Box 921, Jackson, WY 83001
307.733.3153



Guarantee SG 08004594

SG

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, AND SUBJECT TO THE FURTHER EXCLUSION AND LIMITATION THAT NO GUARANTEE IS GIVEN NOR LIABILITY ASSUMED WITH RESPECT TO THE IDENTITY OF ANY PARTY NAMED OR REFERRED TO IN SCHEDULE A OR WITH RESPECT TO THE VALIDITY, LEGAL EFFECT OR PRIORITY OF ANY MATTER SHOWN THEREIN. OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation, herein called the Company GUARANTEES the Assured named in Schedule A, against actual monetary loss or damage not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

IN WITNESS WHEREOF, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Guarantee to become valid when countersigned on Schedule A by an authorized officer or agent of the Company.

Issued through the Office of:



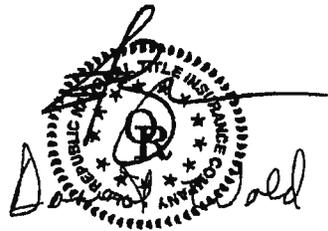
Jackson Hole Title & Escrow

Jackson Hole Title & Escrow Company
P.O. Box 921 Jackson, WY 83001
307.733.3153

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

Joaquin K. Hanson

By



President

Attest

Secretary

Joaquin K. Hanson

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

2. Exclusions from Coverage of this Guarantee.

The Company assumes no liability for loss or damage by reason of the following:

- (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
- (b) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water: whether or not the matters excluded by (1), (2) or (3) are shown by the public records.
- (c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, alleys, lanes, ways or waterways in which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
- (d) (1) Defects, liens, encumbrances, or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances.
(2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.

3. Notice of Claim to be Given by Assured Claimant.

An Assured shall notify the Company promptly in writing in case any knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which such prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by such failure and then only to the extent of the prejudice.

4. No Duty to Defend or Prosecute.

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

5. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to

establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

- (b) If the Company elects to exercise its options as stated in Paragraph 5(a) the Company shall have the rights to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured hereunder shall secure to the Company the right to prosecute or provide defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

6. Proof of Loss or Damage.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within 90 days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

7. Options to Pay or Otherwise Settle Claims: Termination of Liability.

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

- (a) **To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.**

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lien holder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company

offers to purchase the indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5, and the Guarantee shall be surrendered to the Company for cancellation.

(b) **To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.**

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

8. Determination and Extent of Liability.

This Guarantee is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations or as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to the defect, lien or encumbrance assured against by this Guarantee.

9. Limitation of Liability.

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

10. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.

11. Payment of Loss.

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

12. Subrogation Upon Payment or Settlement.

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

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

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

13. Arbitration.

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the Amount of Liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

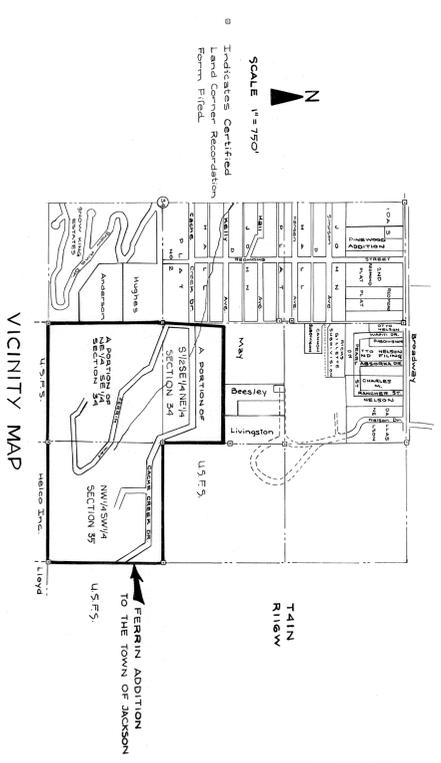
14. Liability Limited to this Guarantee; Guarantee Entire Contract.

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

15. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to: Old Republic National Title Insurance Company, 400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111.

PORTIONS OF SECTION 34 & 35



CERTIFICATE OF SURVEYOR

I, Frank D. Grams, a duly licensed Surveyor as prescribed by Wyoming Statute, hereby certify that this plat to be known as the "Ferrin Addition to the Town of Jackson", is a true and correct representation of the actual survey conducted between July 23, 1978 and November 29, 1978 by Michael L. Winans, for whose work I stand personally responsible; I further certify that this map is an accurate representation of said dependent surveying and a portion of the Ferrin Addition to the Town of Jackson, Wyoming, and being more particularly described as follows:

To-wit: A tract of land being the NW 1/4 SW 1/4 Section 35, a portion of the NE 1/4 SE 1/4 Section 34 and a portion of the NW 1/4 SE 1/4 Section 34, T14N, R10W, Teton County, Wyoming, and being more particularly described as follows:

BEGINNING at the 1/4 corner common to said Section 34 and Section 35, where is found a BLM Brass Cap appropriately inscribed "TAIN R10W, 1/4 34/35, 1925";

thence N89°52'37"E, 1311.23 feet along the North line of said NW 1/4 SW 1/4 to a BLM type Brass Cap inscribed, "NELSON ENGINEERING RLS 578, TAIN, R10W, C-W/4-C-35, 1927";

thence S00°57'42"W, 1293.83 feet along the East line of said NW 1/4 SW 1/4 to a BLM type Brass Cap inscribed, "NELSON ENGINEERING RLS 578, TAIN, R10W, SW 1/4 35, 1927";

thence S89°45' 21"W, 1318.99 feet along the South line of said NW 1/4 SW 1/4 to a BLM Brass Cap appropriately inscribed " 5/16 34/35, 1925";

thence S89°14' 21"W, 1308.42 feet along the South line of said NE 1/4 SE 1/4 to a BLM type Brass Cap inscribed "NELSON ENGINEERING RLS 578, SE 1/4 34, 1926";

thence N00°45' 11"E, 1236.51 feet along the West line of said NE 1/4 SE 1/4 to a point on the South line of Lot 1, Block 7, John D. Hall 2nd Addition, recorded as Plat No. 195 in the Office of the Teton County Clerk, where is found a standard Nelson Engineering monument; a standard Nelson Engineering monument being a 7/8" inch Nelson diameter by 1/2" inch long steel reinforcing bar with Aluminum Survey cap inscribed "NELSON ENGINEERING RLS 578, 2881 feet along the South line of said Lot 1, to the southeast corner of the Ferrin Addition, BLM type Brass Cap inscribed "NELSON ENGINEERING RLS 578, BLK 7 LOT 1 2nd ADDITION, HUGHES, FERRIN, 1929";

thence N00°04' 57"E, 674.60 feet along the east line of said John D. Hall 2nd Addition, to the northwest corner of that record parcel in Book 13 of Photos, Page 361 in the Office of the Teton County Clerk, where is found a standard Nelson Engineering monument;

thence S89°41' 12"E, 660.54 feet along the north line of those parcels recorded in:

- Book 13 of Photos, Page 361
- Book 46 of Photos, Page 391
- Book 13 of Photos, Page 228
- Book 13 of Deeds, Page 228
- Book 65 of Photos, Page 10
- Book 29 of Photos, Page 93
- Book 19 of Deeds, Page 300

in the Office of the Teton County Clerk to a standard Nelson Engineering monument;

thence N89°31' 28"E, 247.93 feet along the north line of that record parcel in Book 19 of Photos, Page 93 to the Office of the Teton County Clerk, where is found a standard Nelson Engineering monument;

thence N89°41' 47"E, 274.60 feet along the north line to the northeast corner of that record parcel in Book 74 of Photos, Page 358 of 359 in the Office of the Teton County Clerk, where is found a tee stake with Brass Cap inscribed, "PROPERTY LINE - DO NOT DISTURB - RLS 578", said tee stake also lies on the East line of said 5/16 SE 1/4 SW 1/4;

thence S01°17' 42"W, 600.41 feet along the East line of said record parcel in Book 74 of Photos, Page 358 of 359 and being the East line of said 5/16 SE 1/4 SW 1/4 to the POINT OF BEGINNING.

Said tract containing 95.49 Acres, more or less.

All lots and streets shall be well and accurately staked by June 30, 1980.

THE BASIS OF BEARING BEING East along the North line of said Section 34.

STATE OF WYOMING)
COUNTY OF TETON)
The foregoing instrument was acknowledged before me by Frank D. Grams, this 14th day of February, 1980, witness my hand and official seal:

Joe Peltz
NOTARY PUBLIC

Michael L. Winans
WYOMING 02/10/80

MY COMMISSION EXPIRES 8/16/80

FERRIN ADDITION TO THE TOWN OF JACKSON

A PORTION OF THE SECTION 34
A PORTION OF THE SECTION 34
NE 1/4 SE 1/4 AND THE SECTION 35
NW 1/4 SW 1/4
T14N TETON COUNTY, WYOMING R10W

CERTIFICATE OF OWNERS

Know all men by these presents; that the hereinafter listed owners of the lands shown in this plat of the FERRIN ADDITION TO THE TOWN OF JACKSON, Teton County, State of Wyoming, hereby make and adopt this plat as a true and correct plat of said lands; more particularly described in the "Certificate of Surveyor";

All rights under and by virtue of the Homestead Exemption Laws of the State of Wyoming are hereby waived;

All streets, roadway and utility easements shown on this plat are hereby dedicated and set apart to and for the use of the TOWN OF JACKSON and the GENERAL PUBLIC, excluding from this dedication, however, all easements described as Private Easements; and in addition there is hereby dedicated to the TOWN OF JACKSON an unsurveyed utility easement, 15 feet in width whose centerline is identical with the centerline between the TOWN OF JACKSON 10 inch and 12 inch water mains presently in place;

All with their free consent and in accordance with their desires; The owners of platted lots have examined and accept the plating of the "FERRIN ADDITION TO THE TOWN OF JACKSON" by separate affidavit entitled "AFFIDAVIT OF ACKNOWLEDGEMENT AND ACCEPTANCE OF PLAT"; each such separate affidavit is submitted for filing in the Office of the Teton County Clerk with the plat "FERRIN ADDITION TO THE TOWN OF JACKSON";

Signature of each separate affidavit is in lieu of signature on this plat; "FERRIN ADDITION TO THE TOWN OF JACKSON"; and shall be a part of this plat as if set forth at length;

The owners of platted lots are listed on a separate affidavit entitled "AFFIDAVIT OF OWNERSHIP" recorded in Book 97 of Blk 7, Page 3424/423 in the Office of the Teton County Clerk.

CERTIFICATE OF ACCEPTANCE

The foregoing "FERRIN ADDITION TO THE TOWN OF JACKSON" was approved at the regular meeting of the JACKSON TOWN COUNCIL on the 19th day of February, 1980, in accordance with Section 15-1-51a, Wyoming Statutes, 1977.

STATE OF WYOMING)
COUNTY OF TETON)
TOWN OF JACKSON)
58

Raym Hill
MAYOR

Deann L. Sutton
CLERK

Gerald F. Winn
TOWN PLANNING COMMISSION

James P. Henderson
SECRETARY TOWN PLANNING COMMISSION

Shirley I. Seale
Date Feb. 19, 1980

Raym Hill
Date Feb. 21, 1980

Deann L. Sutton
Date Feb. 21, 1980

DOMESTIC WATER AND SEWAGE DISPOSAL SYSTEMS - TOWN OF JACKSON

PLAT PREPARED BY
NELSON ENGINEERING
DECEMBER 12, 1978
JACKSON, WYOMING

* Street name change
see affidavit
bk 362 pg 1054-1055
dc 0915191

** Street Name Change
See Resolution 05-14
PL 513 pg 304-309
DC 100637

Surveyed Feb. 26, 1980 by Michael L. Winans
Book 28351
10:00am
M. L. Winans
Surveyor

68686

RIGHT OF WAY

\$1.25

B. P. Ferrin
Tp
The Mountain States
Tel. & Tel. Co.

THE STATE OF WYOMING, County of Teton, ss.
Filed for record in my office this 15th day of September A. D. 1960 at 9:10 o'clock A. M., and recorded in Book 10 of Mixed Records, on Page 283.
Grace A. Smith, County Clerk and Ex-Officio Recorder of Deeds.

RIGHT OF WAY EASEMENT

Correct: Alva L. McKee,
Right of Way Engineer

Approved: _____
Signature Title

THE UNDERSIGNED, for and in consideration of

Ten Dollars and No/100 Dollars (\$10.00) in hand paid,

the RECEIPT whereof is hereby confessed and acknowledged, hereby grants unto

THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY,

its successors and assigns, thr right, privilege and authority to construct, reconstruct, operate, maintain and repair its lines of Telephone and Telegraph, including underground conduit, poles, anchors, cables, wires and fixtures upon, under, over and across the property owned by the UNDERSIGNED, or in which the UNDERSIGNED has any interest in

Portions of the Southeast Quarter of the Northeast Quarter and the Northeast Quarter of the Southeast Quarter of Section 34, Township 41 North, Range 116 West of the 6th Principal Meridian, Wyoming, in Teton County, Wyoming.

County of Teton, and State of Wyoming, and upon and along the roads, streets, alleys or highways adjoining the said property, with the right to permit the attachment of the wires and fixtures of any other company, the right to trim any brush and trees so as to keep such brush and trees cleared at least four feet from all wires, and the right to set the necessary guy and brace poles and anchors, and to attach thereto necessary guy wires.

IN WITNESS WHEREOF these presents have been executed by the UNDERSIGNED, this 9th day of September A. D. 1960 at Jackson, Wyoming.

Alva L. McKee
Ernest W. Shorer
Witnesses

B. P. Ferrin
Grantors

STATE OF WYOMING)
) ss.
County of Teton)

This instrument was subscribed before me this 9th day of September, 1960.

(NOTARY SEAL)

George W. Kelly,
Notary Public

My commission expires May 18, 1964.

68819

STANDARD PURCHASE OFFER

\$2.00

Josephine P. Albright,
et bar
To

Gene Whittenburg

THE STATE OF WYOMING, County of Teton, ss.
Filed for record in my office this 1st day of October A. D. 1960 at 11:50 o'clock A. M., and recorded in Book 10 of Mixed Records, on Page 283.
Grace A. Smith, County Clerk and Ex-Officio Recorder of Deeds.

STANDARD PURCHASE OFFER, ACCEPTANCE AND RECEIPT

TO **Simpson Realty Co.**

Jackson, Wyoming 9-14-60, Undersigned "Buyer" hereby offers to purchase through you as a licensed Real Estate Broker and as agent of the "Seller" latter's property situated in Teton County, Wyoming, described as

Lot 7 & 8, Block 3 First Cache Creek Addition,
Town of Jackson, Teton County, Wyo.,

including the release and waiver of all rights of Seller under and by virtue of the homestead exemption laws of the State of Wyoming, together with all buildings and other improvements thereon and all fixtures therein, including but not restricted to the following property if in or on the premises at the time of sale, the property of the Seller, and not otherwise excluded, to-wit: all permanently installed irrigation fixtures and equipment; plumbing and heating equipment; water boilers and heaters; permanently installed water softeners; built-in air conditioning equipment; electric light fixtures (including fluorescent tubes, but excluding incandescent bulbs); built-in kitchen and bathroom equipment; roller shades; venetian blinds, curtain rods, drapery hardware; linoleum or similar material cemented in place; storm sash and doors; screens and screen doors, awnings, shrubs and trees;

TOGETHER with the following described unnumbered personal property of the Seller now in said premises and included in the sale, to-wit:

NONE

for the total PURCHASE PRICE OF **\$2,500.00.**

EASEMENT

KNOW ALL MEN BY THESE PRESENTS that _____

BURNS P. FERRIN and ANNA A. FERRIN, Husband and Wife,

of the County of Teton, and State of Wyoming, hereinafter called the Grantors, in consideration of the sum of One Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, do hereby GRANT TO JACKSON HOLE CABLE TELECOMMUNICATIONS, INC., a Wyoming corporation, their successor and assigns, hereinafter called the Grantees, a perpetual easement to be used for the operation and maintenance of a certain television cable, upon, over, across and under the following described lands of the Grantors, situated in the County of Teton, State of Wyoming, to-wit:

Being located within the SE $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec. 34, T41N, R116W, 6th P.M.. To the extent of ownership of either or both of the Grantors.

Said easement area is five feet (5) on either of the existing power lines of Lower Valley Power and Light, Inc., on the above-described property, said power lines as identified as the lines between the power poles, the numbers of which are circled on the pole number map attached hereto as Exhibit A and by this reference made a part hereof

Said Easement shall be together with the right and privilege to reconstruct, inspect, alter, improve, or remove such television cable on the Easement above-described, with all rights and privileges necessary or convenient for the full enjoyment or use thereof, and the Grantors permit use or permit the con-

veyed property to be used for any purpose whatsoever which would interfere with the use hereby granted to the Grantees.

Grantors do hereby waive and release all rights under and by virtue of the Homestead Exemption Laws of the State of Wyoming.

IN WITNESS WHEREOF, the Grantors have executed this Grant of Easement this 30th day of April, 1976.

Burns P. Ferrin

Anna A. Ferrin
Grantors

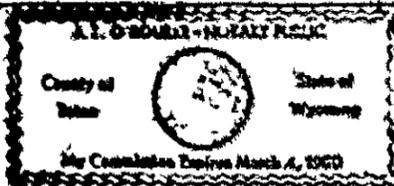
STATE OF WYOMING)
COUNTY OF TETON) SS.

The foregoing instrument was acknowledged by BURNS P. FERRIN before me this 30th day of April, 1976.

WITNESS my hand and official seal.

John T. D. Rowland
Notary Public

My commission expires: _____



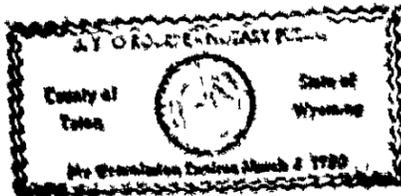
STATE OF WYOMING)
COUNTY OF TETON) SS.

The foregoing instrument was acknowledged by ANNA A. FERRIN before me this 30th day of April, 1976.

WITNESS my hand and official seal.

John T. D. Rowland
Notary Public

My commission expires: _____



The West one half of the Southeast Quarter of Section 1, Township forty north, Range 117 West of the Sixth Principal Meridian, in Teton County, Wyoming, as said lands are surveyed and as said survey is returned to the General Land Office, and as the same is platted, together with all improvements thereon, and all water rights and rights to the uses of water for irrigation, stock and domestic purposes, to which said lands or any part thereof are now or may hereafter be entitled and according to the adjudication thereof, on file and of record in the Office of the State Engineer of the State of Wyoming.

SOLD FOR Four Thousand DOLLARS (\$4000.00) to include all improvements now on said property and such other improvements as may hereafter be placed on said premises, the latter to be held as additional security in case of failure to fulfill the covenants of this contract.

And the party of the second part does hereby, for himself and his heirs, executors, administrators and assigns, covenant, promise and agree to and with the said parties of the first part, their heirs, executors, administrators and assigns, to pay the balance of the consideration price for said premises, and all taxes and assessments when due, as follows, to-wit:

To make acute and deliver to the first parties of date May 13th, a note secured by mortgage deed in the sum of \$3,500.00, due and payable on or before four years from date with interest thereon at the rate of six percent per annum. The abstract of title to be furnished shall be passed upon by Wm. L. Simpson, an attorney at law of Jackson, Wyoming.

This agreement intends that there is to be a conveyance from the first parties to the second party and the present owner of the record title and his wife shall convey the lands so the fee title is in second party with good and sufficient Warranty Deed therefor.

Payable at the office of Jackson State Bank with interest at the rate of 6 per cent per annum from date. Interest payable _____ . If principal or interest is not paid when due, the same to draw 6 per cent interest per annum from maturity until paid.

The first parties shall furnish an abstract of title for said premises showing sufficient title in fee of said premises and to be free and unincumbered from mortgages, mortgages, claims or demands of all persons,

IT IS HEREBY AGREED BY AND BETWEEN the parties of the first and second parts, and these presents are upon the express condition, that in case of failure of said party of the second part, his heirs, executors, administrators or assigns, to perform all or either of the covenants and promises on his part to be performed, the said parties of the first part, their heirs, executors, administrators or assigns, shall have the right to declare this contract void, and thereupon to recover by distress upon the premises or otherwise all the interest which shall have accrued upon this contract to the day of declaring it void, as rent for use and occupation of said premises; to hold and retain all moneys paid on this contract by said party of the second part, as liquidated damages, and to take immediate possession of the premises; to regard the person or persons in possession on such termination of the contract as tenant or tenants holding over without permission; and to recover all damages sustained by holding over without permission, or by reason of any waste or damage committed or suffered on said premises.

This contract issued in duplicate and not transferable without permission of first party. In presence of W. L. Simpson H. P. Weston, Teresa G. Weston, Eugene Holt

FOR VALUE RECEIVED, hereby assign unto _____ all right, title and interest in and to the within contract, and I authorize the part _____ of the first part therein to execute a deed to said _____ or to his heirs or assigns, when the terms and conditions of this contract are fully complied with. WITNESS

(STATE OF WYOMING) Consent is hereby given for the above assignment.)ss. _____ County of Teton)

On this 13th day of May 1939, before me personally appeared H. R. Weston and Teresa G. Weston, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and Official seal, this 13th day of May, A. D. 1939. SEAL William L. Simpson United States Commissioner District of Wyoming by commission expires Aug. 17, 1942.

#####

No. 17738 370 RIGHT OF WAY FEES, \$1.00 Enoch B. Ferrin To United States of America. THE STATE OF WYOMING, County of Teton; ss. Filed for record in my office this 22nd day of May A. D. 1939 at 10:30 o'clock A. M., and recorded in Book 6 of Deeds on Page 88. E. N. Nease, County Clerk and Ex-Officio Register of Deeds.

RIGHT-OF-WAY-EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That we, Enoch B. Ferrin and Nellie G. Ferrin, husband and wife, of Teton County, Wyoming, in consideration of the sum of \$1.00 in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, bargain sell and convey unto the United States of America, an easement and right of way in, over and across the following described tracts or parcels of land, situate, lying and being in the County of Teton, State of Wyoming, to-wit:

The northwest quarter of the southwest quarter of Section thirty-five; the northeast quarter of the southeast quarter and the southeast quarter of the northeast quarter of Section thirty-four, in Township forty-one north of Range one hundred sixteen west of the Sixth Principal Meridian, Wyoming,

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

Said right of way hereby granted is more particularly described as follows, to-wit:

Entering grantor's lands at approximately 220 feet north of the northeast corner of said northwest quarter of the southwest quarter of said section 35 and running thence generally in a northwesterly direction to a point approximately 350 feet west of the northwest corner of the northwest quarter of the southwest quarter of said Section 35; running thence north northwest, generally, to a point approximately 300 feet south of the half way point between the northwest corner and the northeast corner of the said southeast quarter of the northeast quarter of said Section 34, where it leaves grantor's lands,

Said right of way is for use as a water pipe line, and this grant shall be effective so long as said easement shall be actually used for the purpose above specified, and all rights hereunder shall revert to the owner of the land as soon as said use thereof shall be abandoned, in fact, and discontinued.

Witness our hands and seals this 1st day of April, A. D. 1939.

Signed, sealed, and delivered in the presence of 1. B. P. Ferrin 2. Golden V. Nelson

Enoch B. Ferrin Nellie G. Ferrin

THE STATE OF CALIFORNIA,))SS. COUNTY OF SANTA BARBARA)

On this 1st day of April 1939, before me personally appeared Enoch B. Ferrin and Nellie G. Ferrin, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their and each of their free act and deed, including the release and waiver of the right of homestead, the said wife having first by me been advised of her right and the effect of signing and acknowledging the said instrument.

E. B. Parma Notary Public

(SEAL)

My Commission expires April 12, 1942. Notary Public in and for the County of Santa Barbara, State of California.

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No. 17736 271 RIGHT OF WAY FEES, \$.90

W. E. Lloyd et ux To United States of America THE STATE OF WYOMING, County of Teton:ss. Filed for record in my office this 22nd day of May A. D. 1939 at 10:10 o'clock A. M., and recorded in Book 6 of Deeds on Page 29. E. N. Moody, County Clerk and Ex-Officio Register of Deeds.

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That we, W. E. Lloyd and Leadora M. Lloyd, husband and wife, of the Town of Jackson, Teton County, Wyoming, in consideration of the sum of \$1.00 in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto the United States of America, an easement and right-of-way in, over and across the following described tracts or parcels of land, situate in the County of Teton, State of Wyoming, to-wit:

The southeast quarter of the southwest quarter of Section 35, in Township 41 north of Range 116 west of the Sixth Principal Meridian, Wyoming,

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

Said right-of-way hereby granted is for the purpose of a water pipe line to be located approximately as follows, to-wit:

... on the east quarter section line at ... the first north of the south quarter corner ... in Township 41 north of Range 116 west of the ... Wyoming, and ... across the

No. 18814

2415

RIGHT OF WAY EASEMENT

Fees, \$1.50

Enoch B. Ferrin et ux
To
Town of Jackson

THE STATE OF WYOMING, County of Teton: ss. Filed for record in my office this 13th day of February A. D. 1940 at 2:10 o'clock P. M., and recorded in Book 6 of Deeds on Page 66. E. N. Moody County Clerk and Ex-Officio Register of Deeds.

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of four hundred dollars (\$400.) in hand paid, receipt of which is hereby acknowledged, we, Enoch B. Ferrin and Nellie G. Ferrin, husband and wife, grantors, of Teton County, Wyoming, hereby grant to The Town of Jackson, Wyoming, a municipal corporation, grantee, the right to lay out, construct, inspect, operate and maintain water main pipe lines, being the one all ready installed and an additional one to be installed as now proposed, of such size as the said town or its officers may from time to time determine, for the use of said town and the public, at such depth under the surface as the said town or its officers may from time to time determine, through, under and across the lands and premises of the grantors as follows:

The northwest quarter of the southwest quarter of Section thirty-five; the northeast quarter of the southeast quarter and the southeast quarter of the northeast quarter of Section thirty-four, in Township forty-one north of Range one hundred sixteen west of the Sixth Principal Meridian, Wyoming, in Teton County, Wyoming, entering grantor's lands at approximately 220 feet north of the northeast corner of said northwest quarter of the southwest quarter of said section 35 and running thence generally in a northwesterly direction to a point approximately 350 feet west of the northwest corner of the northwest quarter of the southwest quarter of said section 35, the separation point, near which said separation point the pipe line all ready installed runs west northwest, generally, to approximately a point approximately three hundred feet north of the northwest corner of the northeast quarter of the southeast quarter of said Section 34, where it leaves grantor's lands and enters property now owned by John Hall, and from near which said separation point the proposed new pipe line runs north northwest, generally, to a point approximately 300 feet south of the half-way point between the northwest corner and the northeast corner of the said southeast quarter of the northeast quarter of said section 34, where it leaves grantor's lands and enters lands now belonging to Homer C. Richards,

The grantee town of Jackson agrees to clean up and remove from the said premises all rocks and excess dirt and gravel and to replace the top-soil for the growing of crops over and above said pipe lines when the same have been laid and at any time when and if the said pipe is uncovered for inspection, replacement or repair, and to re-seed any and all such areas so disturbed, to restore said places to the same condition as at the present time for crop production, and the grantors shall have full right to the continued use of said premises, subject only to the rights of the grantee as stated herein.

It is agreed and understood that the grantee or its employees may enter upon said premises at any time and place along said pipe line right of way with implements, men or teams and machinery for the purposes of installation of pipe, replacement, construction or repair of the said pipe lines, but in so doing, shall commit no unnecessary or wanton waste or destruction to the growing crops or improvements of the grantors but shall at all times exercise due care and regard for the same, and properly replace any fences or other improvements, ditches or headgates or gates they may be interfered with, altered or temporarily removed.

It is further agreed that this easement and agreement supersedes and replaces any and all other or former agreements between the parties hereto and particularly extinguishes any previous agreement under which the grantors have been receiving free water use from the existing pipe line, and the grantors release and waive homestead exemption rights.

The grant herein contained is an easement only and shall be perpetual so long as said land is used for the aforementioned purpose, and the right shall lapse to the owner of the lands when and if in fact the pipe lines shall be actually abandoned.

In Witness whereof, the grantors have hereunto set their respective signatures this 1st day of April, 1939.

IN THE PRESENCE OF:
B. P. Ferrin
Golden V. Nelson

Enoch B. Ferrin
Nellie G. Ferrin

THE STATE OF CALIFORNIA)
County of Santa Barbara) ss

On this 1st day of April, 1939, Enoch B. Ferrin and Nellie G. Ferrin, husband and wife, personally known to me as the same persons whose names are subscribed to the foregoing instrument, appeared before me in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act and deed for the uses and purposes therein set forth, including the release and waiver of the right of homestead, the said wife having been by me fully and first apprised of her right and the effect of signing and acknowledging said instrument.

Given under my hand and Notarial seal this 1st day of April 1939.

My commission expires April 12, 1942.

E. N. Moody, Notary Public
Notary Public in and for the County of Santa Barbara, State of California

NOTARIAL SEAL

#####

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of

one dollar and other good and valuable consideration,

the receipt of which is hereby acknowledged and confessed,

GEORGE FETTERS and ZORA LOUISE FERRIN FETTERS, husband and wife,

of the County of Los Angeles and State of California, hereinafter called the grantors, hereby grant to the

County of Teton,

hereinafter called grantee, the right to lay out, construct, inspect, operate and maintain a road for the use of the public over and across the following described land in the County of Teton and State of Wyoming, to-wit:

The south 30 feet of a tract of land lying within the SE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 34, T. 41 N., R. 116 W., 6th P.M., Teton County, Wyoming, the said tract of land being more particularly described as follows: Beginning 660 feet south of the northwest corner of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ Section 34, T. 41 N., R. 116 W., 6th P.M.; thence south 396 feet; thence east 110 feet; thence north 396 feet; thence west 110 feet to the place of beginning, containing one acre and lying wholly within the aforesaid SE $\frac{1}{4}$ NE $\frac{1}{4}$ said Section 34.

Grantors also grant the right of ingress and egress to and from the said land for any and all purposes necessary and incident to the exercise by the grantee, and the public, of the rights granted by this conveyance.

Grantors hereto do hereby waive and release all rights under and by virtue of the homestead exemption laws of the State of Wyoming insofar as affected by this conveyance.

The grant herein contained is an easement and shall be perpetual so long as land is used for the aforementioned purposes.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 14th day of November, A.D., 1964.

George Feters
Zora Louise Ferrin Feters

STATE OF CALIFORNIA)
)ss.
County of Los Angeles)

On this 14th day of November, 1964, before me personally appeared George Feters and Zora Louise Ferrin Feters, husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

(SEAL)

Fred R. Flinders
Notary Public

My commission expires: January 15, 1965.

85297

RIGHT OF WAY EASEMENT

\$2.00

Hope Ferrin Brownfield
a single woman

To

County of Teton

THE STATE OF WYOMING, County of Teton, ss.
Filed for record in my office this 1st day of July A.D. 1965 at 9:50 o'clock A.M., and recorded in Book 12 of Mixed Records on Page 250 Grace A. Smith, County Clerk and Ex-Officio Recorder of Deeds.

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of

one dollar and other good and valuable consideration,

the receipt of which is hereby acknowledged and confessed,

HOPE FERRIN BROWNFIELD, a single woman,

of the County of Roanoke and State of Virginia, hereinafter called the grantor, hereby grants to the

County of Teton,

hereinafter called grantee, the right to lay out, construct, inspect, operate and maintain a road for the use of the public over and across the following described land in the County of Teton and State of Wyoming, to-wit:

The south 30 feet of a tract of land lying within the SE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 34, T. 41 N., R. 116 W., 6th P.M., Teton County, Wyoming, the said tract of land being more particularly described as follows: Beginning 660 feet south and 220 feet east of the northwest corner of the SE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 34, T. 41 N., R. 116 W., 6th P.M.; thence west 110 feet; thence south 396 feet; thence east 110 feet; thence north 396 feet to the place of beginning containing one acre and lying wholly within the aforesaid SE $\frac{1}{4}$ NE $\frac{1}{4}$ said Section 34.

Grantor also grants the right of ingress and egress to and from the said land for any and all purposes necessary and incident to the exercise by the grantee, and the public, of the rights granted by this conveyance.

Grantor hereto does hereby waive and release all rights under and by virtue of the homestead exemption laws of the State of Wyoming insofar as affected by this conveyance.

The grant herein contained is an easement and shall be perpetual so long as said land is used for the aforementioned purposes.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 18 day of November, A.D., 1964.

Hope Ferrin Brownfield

STATE OF VIRGINIA)
) ss.
 County of Roanoke)

On this 18 day of November, 1964, before me personally appeared Hope Ferrin Brownfield, a single woman, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

(SEAL)

Marion L. Chastain
 Notary Public

My commission expires: 10-15-66

85298

RIGHT OF WAY EASEMENT

\$2.00

Nathan T. Porter, et ux

To

County of Teton

THE STATE OF WYOMING, County of Teton, ss.
 Filed for record in my office this 1st day of July A.D. 1965 at 9:55 o'clock A.M., and recorded in Book 12 of Mixed Records on Page 251
 Grace A. Smith, County Clerk and Ex-Officio Recorder of Deeds.

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of

one dollar and other good and valuable consideration,

the receipt of which is hereby acknowledged and confessed,

NATHAN T. PORTER and PAYE NELLIE FERRIN PORTER, husband and wife,

of the County of Salt Lake and State of Utah, hereinafter called the grantors, hereby grant to the

County of Teton,

hereinafter called grantee, the right to lay out, construct, inspect, operate and maintain a road for the use of the public over and across the following described land in the County of Teton and State of Wyoming, to-wit:

The South 30 feet of a tract of land lying within the SE $\frac{1}{4}$ NE $\frac{1}{4}$ Section 34, T. 41 N., R. 116 W., 6th P.M., Teton County, Wyoming, the said tract of land being more particularly described as follows: Beginning 932 feet south and 440 feet east of the NW corner of the said SE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 34, T. 41 N., R. 116 W., 6th P.M.; thence south 124 feet; thence west 110 feet; thence north 124 feet; thence east 110 feet to the point of beginning.

Grantors also grant the right of ingress and egress to and from the said land for any and all purposes necessary and incident to the exercise by the grantee, and the public, of the rights granted by this conveyance.

Grantors hereto do hereby waive and release all rights under and by virtue of the homestead exemption laws of the State of Wyoming insofar as affected by this conveyance.

The grant herein contained is an easement and shall be perpetual so long as said land is used for the aforementioned purposes.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 8 day of January, A.D., 1965.

Nathan T. Porter
 Paye Nellie Ferrin Porter

STATE OF UTAH)
) ss.
 County of Salt Lake)

On this 8 day of January, 1965, before me personally appeared Nathan T. Porter and Paye Nellie Ferrin Porter, husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

(SEAL)

Nolan J. Olsen

My commission expires: August 8, 1966.

85299

RIGHT OF WAY EASEMENT

\$2.00

Burns P. Ferrin, et ux

To

County of Teton

THE STATE OF WYOMING, County of Teton, ss.
 Filed for record in my office this 1st day of July A.D. 1965 at 10 o'clock A.M., and recorded in Book 12 of Mixed Records on Page 251
 Grace A. Smith, County Clerk and Ex-Officio Recorder of Deeds.

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS that for One Dollar and other good and valuable consideration, receipt whereof is hereby acknowledged, Don C. Fisher and Colleen Fisher, husband and wife, hereinafter called the "GRANTORS" hereby grant to the Town of Jackson, an incorporated Town in the State of Wyoming, its successors and assigns, hereinafter called the "GRANTEE", the right to lay out, construct, inspect, operate, maintain and repair an inlet structure and/or a by-pass structure and an underground pipeline in conjunction with the Cache Creek Watershed Project, together with the right to excavate and refill ditches and trenches for the location of said structures and pipeline, and the further right to remove obstructions interfering with the location, construction and maintenance of said structures and pipeline for the use of the GRANTEE over, under or across the following described property, to-wit:

A strip of land 35 feet in width, following the meander line of Cache Creek, through that portion of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 34, T41N, R116W, 6th P.M., Teton County, Wyoming, described as follows:

Beginning 660 feet south and 220 feet east of the NW corner of the SE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 34, T41N, R116W, thence west 110 feet;
thence south 396 feet;
thence east 110 feet'
thence north 396 feet to the place of beginning.

The northern boundary of said strip of land shall be a line ten feet north of and parallel to the said meander line of Cache Creek and the Southern boundary of said strip of land shall be a line 25 feet south of and parallel to the said meander line of Cache Creek.

The grant herein contained is an easement and shall be



Recorded	4-15	19 75	at 11:40 o'clock A.M.
In Book	38	Photo	Page 423 to 425
No.	147944	4.00	pd
			County Clerk

~~perpetual so long as the same is used for the aforementioned~~
purposes. The GRANTORS will not use or permit to be used
the conveyed property for any purpose whatsoever which would
interfere with the use hereby granted to the GRANTEE, provided,
that the GRANTORS may use the conveyed property for parking,
storage, road or agricultural purposes so long as the same
do not interfere with the structures and system installed
by the GRANTEE. GRANTEE shall repair any damage by reason
of the GRANTEE'S use of the property as contemplated by
this Easement.

GRANTEE agrees that the completed structure is intended
to occupy substantially less than the entire tract described
above. Upon the completion of construction by the GRANTEE,
GRANTEE agrees to reconvey to the GRANTORS any rights herein
conveyed to the GRANTEE of that portion of the above des-
cribed property which is not used for the construction of
the Cache Creek Watershed Project as herein provided.

GRANTEE further agrees that the property described above
shall be restored as nearly as possible to its condition
before commencing of construction.

GRANTORS do hereby waive and release all rights under
and by virtue of the homestead exemption laws of the State
of Wyoming insofar as affected by this conveyance.

IN WITNESS WHEREOF the parties have hereunto set their
hands this 14 day of April, 1975.

Don C. Fisher
Don C. Fisher

Colleen Fisher
Colleen Fisher

TOWN OF JACKSON

Arthur J. May
Mayor

ATTEST:

[Signature]
Town Clerk

STATE OF)
) SS.
COUNTY OF)

The foregoing instrument was acknowledged by Don C. Fisher before me this 14 day of April, 1975. Witness my hand and official seal

PAUL VAUGHN
NOTARY PUBLIC
TETON COUNTY, WYOMING

[Signature]
Notary Public

My commission expires: June 20, 1978

PAUL VAUGHN - Notary Public
County of Teton State of Wyoming
My Commission Expires June 20, 1978

STATE OF)
) SS.
COUNTY OF)

The foregoing instrument was acknowledged by Colleen Fisher by me this 17 day of April, 1975. Witness my hand and official seal

PAUL VAUGHN
NOTARY PUBLIC
TETON COUNTY, WYOMING

[Signature]
Notary Public

My commission expires: June 20, 1978

PAUL VAUGHN - Notary Public
County of Teton State of Wyoming
My Commission Expires June 20, 1978

STATE OF WYOMING)
) SS.
COUNTY OF TETON)

The foregoing instrument was acknowledged by the Town of Jackson before me this 15th day of April, 1975. Witness my hand and official seal.

PAUL VAUGHN
NOTARY PUBLIC
TETON COUNTY, WYOMING

[Signature]
Notary Public

My commission expires: Sept 6, 1976

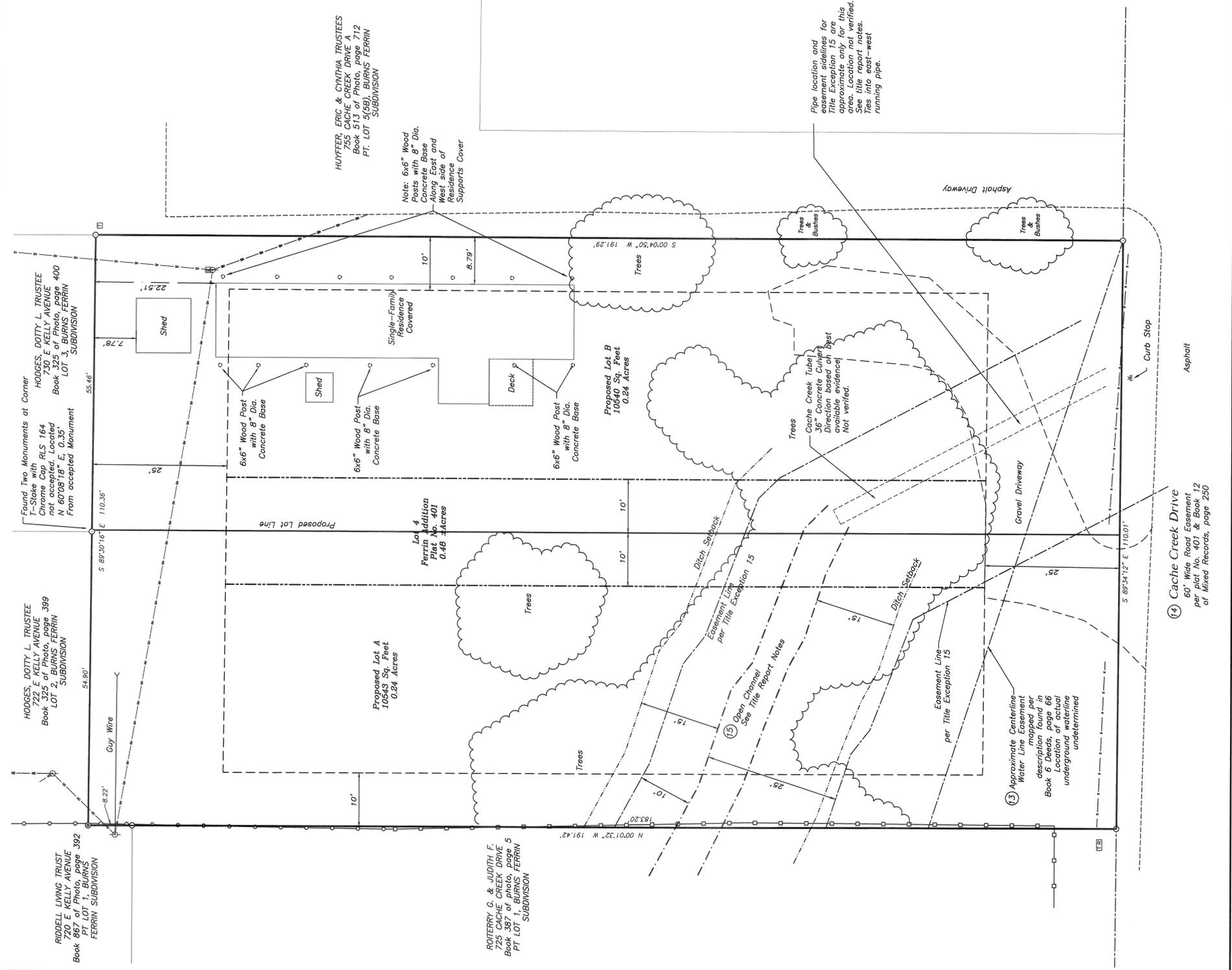
- LEGEND**
- Indicates a 3/8" dia. rebar with aluminum cap inscribed "PE & LS 578" found this survey
 - ⊙ Indicates a steel shaped stake with a chrome cap inscribed "RLS 164" found this survey
 - Telecommunications Pedestal
 - ⊕ Water Valve
 - ⊖ Electric Meter
 - ⊗ Transformer
 - Measured Lot Boundary Line
 - - - Adjoining Lot Boundary Line
 - · - · - Record Easement Line
 - · - · - Existing Building Envelope Line
 - · - · - Edge of Asphalt
 - · - · - Edge of Concrete
 - · - · - Edge of Gravel
 - · - · - Edge of Water
 - · - · - Buck & Rail Fence Line
 - · - · - Rail Fence
 - · - · - Stockade Fence
 - · - · - Overhead Utility Lines
 - · - · - Ditch Setback per Town of Jackson Development Standards Division 49200
 - · - · - Creek Setback
 - · - · - Proposed Building Envelope Line



NOTES:
 Building footprints as shown herein represent field measurements mapped as part of this survey and are not intended to represent architectural drawings. Foundations, porches, decks and decks were not mapped as part of this survey except where specifically indicated.
 No Wetland Mapping was done under this survey.
 Current Zoning = NC-SF (Neighborhood Conservation - Single Family)
 For applicable setback and height regulations established by the Town of Jackson Land Development Regulations refer to the Town Document.
 Topographic features represented on this map show conditions determined by a field survey made on June 26, 2014 and may not reflect changes made subsequent to that date.
 Lot dimensions shown herein are measured dimensions based on found monuments.
 No Underground utility were mapped as part of this survey.

TITLE REPORT NOTES:
 Jackson Hole Title & Escrow Title Commitment Order No. 508365, Effective Date: June 10, 2014 at 8:00 a.m.

- EXCEPTIONS**
 1-8. General exceptions - not mapped or shown herein.
9. Covenants, conditions, restrictions, reservations, easements, encroachments, ditches, roadways, and utility easements and monuments as delineated on the recorded Plat Number 401, records of Teton County, Wyoming.
10. Right of way Easement(s), including the terms and conditions thereof.
 Granted To: The Mountain States Telephone and Telegraph Company
 Recording Information: Book 10 of Mixed Records, Page 283
 Note: General easement to maintain existing overhead lines between existing poles.
11. Easement, including the terms and conditions thereof.
 Granted By: Burns P. Ferrin
 Granted To: Hope Ferrin Brownfield
 Recording Information: Book 47 of Photo, Page 144-146
 Note: General easement to maintain existing overhead lines between poles.
12. Right of way Easement(s), including the terms and conditions thereof.
 Granted By: Enoch B. Ferrin and Nellie G. Ferrin
 Granted To: United States of America
 Recording Information: Book 6 of Deeds, Page 28
 Note: Not within lot boundaries
13. Right of way Easement(s), including the terms and conditions thereof.
 Granted By: Burns P. Ferrin
 Granted To: The Town of Jackson, Wyoming
 Recording Information: Book 6 of Deeds, Page 66
 Note: Easement follows existing waterline. No verification of underground lines performed. Approximate location mapped as shown.
14. Right of way Easement(s), including the terms and conditions thereof.
 Granted By: Hope Ferrin Brownfield
 Granted To: Burns P. Ferrin
 Recording Information: Book 12 of Mixed Records, Page 250
 Note: Legal does not describe Lot 4 Ferrin. Describes parcels adjacent to the west.
15. Right of way Easement(s), including the terms and conditions thereof.
 Granted By: Don C. Fisher and Colleen Fisher
 Granted To: Town of Jackson
 Recording Information: Book 38 of Photo, Page 423-425
 Note: Held edge of water on the north side of Open Channel and northeasterly edge of approximated culvert pipe as the meander line referenced within recorded document. The location of culvert pipe has not been verified.
 Deposition of Cache Creek on Plat No. 401 does not agree with surveyed location of open channel.
 Location of underground Cache Creek Tube shown herein is based on field inspection, best available data from the Town of Jackson GS, and parole evidence provided by Town Engineer Sean O'Malley.



CERTIFICATE OF SURVEYOR

To: Jackson Hole Title & Escrow Title and Mary McCarthy
 I, Scott R. Pierson, of Jackson, Wyoming, hereby certify that this map was made from notes taken during an actual survey made under my direction on June 26, 2014, and from records on file with the Office of the Clerk of Teton County, and that it correctly represents the conditions, points and corners as set or found at the time of said survey.



Scott R. Pierson
 Wyoming PLS No. 3631

HOOGES, DOTY, L. TRUSTEE
 Book 325 of Plats, page 399
 Lot 4 of Ferrin Addition
 From occupied Monument

HOOGES, DOTY, L. TRUSTEE
 T-Shape with
 Concrete Cap 4x5.184
 Book 320 of Ferrin
 Subdivision
 730 E KELLY AVENUE
 320' OF FERRIN
 SUBDIVISION

Found the Monuments at Corner
 of Section 34, T. 41 N., R. 116 W.,
 N. 00'01'32" E. 191.42'
 S. 89'20'18" E. 55.18'
 S. 89'20'18" E. 55.18'
 S. 89'20'18" E. 55.18'

Lot 76
 1054.3 Sq Feet
 0.24 Acres

Lot 77
 1054.4 Sq Feet
 0.24 Acres

Lot 4
 Ferrin Addition
 Plat No. 401
 (Vocated by this Plat)

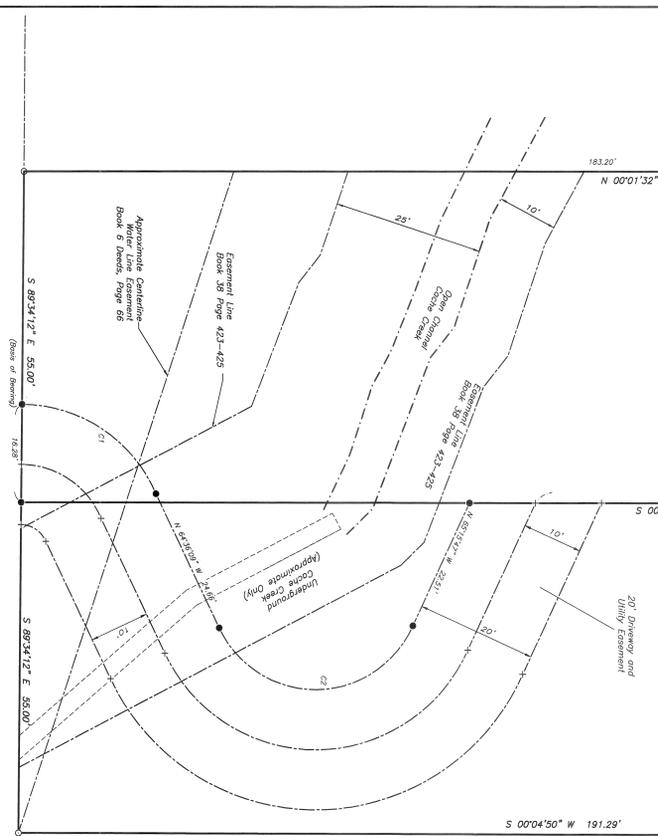
20' Drainage and
 Utility Easement

HUNTER, ERIC & CONNIE TRUSTEES
 255 CACHIE CREEK DRIVE A
 12
 FERRIN
 SUBDIVISION

ROBERTSON, C. & JUDITH F.
 TRUSTEES
 Book 327 of Plats, page 5
 Lot 1 of Ferrin
 Subdivision

HOOGES, DOTY, L. TRUSTEE
 Book 325 of Plats, page 399
 Lot 4 of Ferrin
 Subdivision

HOOGES, DOTY, L. TRUSTEE
 Book 320 of Ferrin
 Subdivision
 730 E KELLY AVENUE
 320' OF FERRIN
 SUBDIVISION

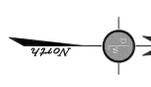


Cache Creek Drive
 60' Wide Road Easement
 per plat No. 401 & Book 12
 of Ferrin, page 253

Approximate Centerline
 Water Line Containing
 Book 2 of Ferrin, page 58

Curve	Delta	Radius	Arc Length	Chord Length	Chord Bearing
C1	43.17(6.25)	71.20'	48.64'	49.52'	N53.57(0.7)W
C2	13.17(6.25)	71.20'	15.61'	15.75'	N53.57(0.7)W

GRAPHIC SCALE - FEET
 1" = 10'



- LEGEND**
- Indicate a rebar w/ aluminum cap marked "FE & LS 574" found in place.
 - Indicate a steel shaped stake with a chrome cap marked "MS 164" found on this survey.
 - Indicate a 1/2" diameter rebar with aluminum cap marked "MS 3831" set survey.
 - + Indicate a calculated point. Nothing found or set.
- Let Boundary Line
 Adjoining Let Boundary Line
 Edge of Meter
 Easement Line

CERTIFICATE OF APPROVAL
 State of Wyoming)
 County of Teton)

I, Surveyor, do hereby certify that the foregoing subdivision of Lot 4 of the Ferrin Addition to the Town of Jackson, Wyoming, as depicted on the attached plat, conforms to the provisions of the laws of the State of Wyoming relating to the subdivision of land, and that the same is in accordance with the provisions of the laws of the State of Wyoming relating to the subdivision of land, and that the same is in accordance with the provisions of the laws of the State of Wyoming relating to the subdivision of land.

Surveyor
 State of Wyoming

CERTIFICATE OF SURVEY
 State of Wyoming)
 County of Teton)

I, Scott R. Johnson, a Professional Land Surveyor of Jackson, Wyoming, hereby certify that I have surveyed and measured the land shown on the attached plat, and that the same is in accordance with the provisions of the laws of the State of Wyoming relating to the subdivision of land, and that the same is in accordance with the provisions of the laws of the State of Wyoming relating to the subdivision of land.

Surveyor
 State of Wyoming



OWNER:
 Mary R. McCarty, Trustee of the Mary R. McCarty 2002
 July 12, 2011
 1487 Greenway Street, Apt. 32
 Sun Prairie, WI 53185
 PHONE: 608.785.1111

PREPARED BY:
 SCOTT R. JOHNSON, Surveyor
 160 S. WILLOW ST.
 JACKSON, WYOMING 83001
 PHONE: 733-5429
 ZONE = WC-SF
 OPERATORS: NONE

NUMBER OF LOTS: 2
 AVERAGE ACRES/LOT: 0.24 ACRES
 TOTAL PROJECT ACRES: 0.48 ACRES
 PREPARATION DATE: March 31, 2015
 FINAL REVISION DATE:

ACKNOWLEDGMENT
 The foregoing instrument was acknowledged before me by Scott R. Johnson this _____ day of _____, 2015.

Witness my hand and official seal.

Notary Public My commission expires _____

CERTIFICATE OF OWNER
 State of Wyoming)
 County of Teton)

I, Scott R. Johnson, a Professional Land Surveyor of Jackson, Wyoming, hereby certify that I have surveyed and measured the land shown on the attached plat, and that the same is in accordance with the provisions of the laws of the State of Wyoming relating to the subdivision of land, and that the same is in accordance with the provisions of the laws of the State of Wyoming relating to the subdivision of land.

Surveyor
 State of Wyoming

Ferrin Tenth Addition
 to the
 Town of Jackson
 Being identical with
 Lot 4, of the Ferrin Addition
 to the Town of Jackson
 Plat No. 401
 SE¼NW¼ of Section 34,
 T. 41 N., R. 116 W., 6th P.M.,
 TETON COUNTY, WYOMING

Project Lead: PLS
 P.L.S.
 180 S. WILLOW ST.
 JACKSON, WYOMING 83001
 TEL: 307.733.6489
 FAX: 307.733.6889
 www.pls-wy.com

SUBDIVISION IMPROVEMENT AGREEMENT

THIS AGREEMENT dated this _____ day of _____, 20__ by and between _____, 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 _____ 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 \$ _____ (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:	\$ _____
School Exaction:	\$ _____
Affordable/Employee:	\$ _____

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: _____

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:

Mark Barron, 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:

