



## **Board of County Commissioners - Staff Report**

**Meeting Date:** February 6, 2024

**Submitting Dept:** Public Works

**Presenter:** Heather Overholser

**Subject:** Consideration of the Amended and Restated Stilson Transit Center Agreement

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**Statement / Purpose:** To consider the Amended and Restated Stilson Transit Center Agreement.

**Background / Description (Pros & Cons):** Teton County, Wyoming is the direct recipient of a \$25M federal BUILD (Better Utilizing Investments to Leverage Development) Transportation grant from the U.S. Department of Transportation (USDOT) managed by the Federal Transit Administration (FTA) for the Teton Mobility Corridor Improvements (TMCI) project. The TMCI project is composed of 13 project components located in the Greater Yellowstone Region of Idaho and Wyoming, spanning over 30 miles from Driggs, ID to Jackson, WY through the Teton mountain range.

A key element of the BUILD Grant Component Project 1A (construction of the Stilson Transit Center and parking lot) is the conveyance of 5.4 acres of land at Stilson Park (Lot 7) to Teton County from JHMR, a BUILD Grant project partner. The conveyance of Parcel 7 is being considered by the BCC at this same Regular Meeting (February 6, 2024). If approved and conveyed, and once the Stilson Transit Center is constructed, a new agreement between JHMR and Teton County is necessary for the maintenance of the Stilson Transit Center and Beckley Parkway.

JHMR and Teton County staff have developed the attached Amended and Restated Stilson Transit Center Agreement to replace the 1997 Agreement for the maintenance of the Stilson Park parcels, JHMR parking and Beckley Parkway. The new agreement recognizes the impending changes to the Stilson Park parcels with the transfer of Lot 7 and the construction of the BUILD grant funded Stilson Transit Center.

Some of Teton County's and JHMR's obligations per the Amended and Restated Agreement will be as follows:

- 1) **New Transit Center and Lots 2 and 7 Obligations.** The County agrees at its sole cost and expense to maintain the New Transit Center, paving, striping, repair, and landscape maintenance associated with Lot 7, and all maintenance obligations associated with Lot 2 and any facilities constructed thereon. JHMR shall have no financial obligation with respect to Lots 2 and 7 except as set forth below. Teton County will pay all costs associated with connecting Beckley Parkway to JHMR's parking on Lot 6.
- 2) **Lots 4, 5 and 6 Obligations.** JHMR shall maintain Lot 4 as open space in accordance with the conservation in favor of the Jackson Hole Scenic Preserve Trust. JHMR shall additionally, and no less frequently than annually, reimburse Teton County for its proportionate share of the costs to maintain the parking spaces on Lot 5 dedicated exclusively to JHMR's use. JHMR shall additionally maintain the gravel parking spaces on Lot 6.
- 3) **Snowplowing and Maintenance of Beckley Parkway.** JHMR, between November 15th and May 1st of each year of this Agreement, shall pay the cost to plow and remove snow from the parking spaces on Lots 6 and 7. JHMR shall manage and pay for snowplowing on Beckley Parkway and the County shall reimburse JHMR, no less frequently than annually, twenty-nine percent (29%) of JHMR's cost to remove snow from Beckley Parkway during any JHMR operating season. The County shall be responsible to provide and pay for any County desired snowplowing on Beckley Parkway that does not take place between November 15th and May 1st. JHMR will maintain the landscaping within the



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Beckley Parkway easement and the County shall reimburse JHMR, no less frequently than annually, twenty-nine percent (29%) of that landscape maintenance cost.

The County shall be responsible for managing the asphalt pavement maintenance of Beckley Parkway (excluding snow removal). The County agrees to perform summer pavement maintenance including but not limited to activities such as isolated pothole and patch repairs, crack sealing, paint striping reapplications, signage maintenance and/or replacement, and "chip and seal" for Beckley Parkway as needed to maintain a state of good repair. JHMR shall reimburse the County, no less frequently than annually, seventy-one percent (71%) of the cost of asphalt pavement maintenance (excluding snow removal) for Beckley Parkway.

- 4) **Annual Budget Meetings and Approval.** On or before April 1 of every year this agreement is in effect, the parties agree to meet, present, and approve an annual budget (to be funded by each party in accordance with their obligations hereunder) to fund the improvements and parties' obligations defined herein with respect to Lot 7 only, and the parties' joint obligations on Beckley Parkway. A final annual operating budget shall be approved by May 30 of each year of this Agreement.

**Stakeholder Analysis & Involvement:** JHMR representatives and Teton County staff have worked collaboratively to develop the Amended and Restated Agreement that is before the BCC for consideration.

**Fiscal Impact:**

- Teton County will be wholly responsible for the asphalt maintenance of the Stilson Transit Center parking lot, which will contain approximately 386 parking spots.
- JHMR will be wholly responsible for the winter maintenance of the Stilson Transit Center parking lot.
- Teton County will continue to be responsible for the asphalt maintenance of Beckley Parkway and will be reimbursed by JHMR at 71%.
- JHMR will be responsible for the winter maintenance of Beckley Parkway and Teton County will provide reimbursement of those costs at 29%.
- If the division of uses of the Stilson Park parcels between Teton County and JHMR changes over time, the percentage split for the asphalt and winter maintenance of Beckley Parkway will be recalculated.

**Staff Impact:** None

**Legal Review:** A. Moore

**Staff Input / Recommendation:** Staff recommends approval of the Amended and Restated Stilson Transit Center Agreement.

**Attachments:** 1997 Stilson Agreement and 2024 Amended and Restated Stilson Transit Center Agreement

**Suggested Motion:** I move to approve the Amended and Restated Stilson Transit Center Agreement.

## AMENDED AND RESTATED STILSON TRANSIT CENTER AGREEMENT

This Amended and Restated Stilson Transit Center Agreement (“Agreement”) is made and entered into on this \_\_\_ day of February 2024 (the “Effective Date”) by and between the Jackson Hole Mountain Resort Corporation, a Wyoming corporation (“JHMR”) and Teton County, Wyoming (the “County”).

### RECITALS

WHEREAS, on August 7, 1997, JHMR’s wholly owned subsidiary JHSC Properties, Inc., a Wyoming corporation, and the County entered into a written agreement concerning the property commonly known as the Stilson Park Subdivision and the Stilson Transit Center (the “Old Transit Center”) which agreement is attached hereto as **Exhibit A** (the “Original Agreement”); and

WHEREAS, on March 11, 2016, JHSC Properties, Inc. conveyed Lot 1 and Lot 3 of the Stilson Park Subdivision according to that Plat recorded in the office of the Teton County Clerk on September 11, 1997, as Plat No. 911 to JHMR (“Lot 1” and “Lot 3”); and

WHEREAS, the County owns the real property legally described as Lot 2 of the Stilson Park Subdivision according to that Plat recorded in the office of the Teton County Clerk on September 11, 1997 as Plat No. 911 (“Lot 2”); and

WHEREAS, as a result of Teton County being awarded a grant for the Teton Mobility Corridor BUILD Grant Project (the “BUILD Grant”), JHMR has committed to convey 5.40 acres of Lot 3 to the County where the County will construct a new Stilson Transit Center (the “New Transit Center”) and re-construct 386 paved parking spaces that will be available to the public, including guests and invitees of JHMR and the other commercial lot owners in Teton Village, Wyoming; and

WHEREAS, Teton County has approved a final plat amendment for the Stilson Park Amended as Plat No. 911 which is not yet of record in the Teton County Clerk’s Office (the “New Plat”) (a copy of which is attached hereto as **Exhibit B**) but by virtue of the New Plat, Lot 3 will be divided into Lots 5, 6, and 7, and Lot 1 will become new Lot 4 (open space) of the Stilson Park Subdivision Amended and Lot 7 will be conveyed by JHMR to Teton County; and

WHEREAS, JHMR will retain ownership of new Lot 6 for parking, Lot 5 for cell tower and communications uses, including exclusive parking and maintenance, and Lot 4 for continued open space;

WHEREAS, as a result of the County being awarded the BUILD Grant and agreeing to construct the New Transit Center and reconstruct 386 paved parking spaces on Lot 7, JHMR and the County desire to amend and completely restate Original Agreement concerning the use, operation, maintenance, and cost sharing for Stilson Park and the New Transit Center; and

WHEREAS, all subsequent references to Stilson Lots in this Agreement are references to the lots on the Final Plat for Stilson Park Amended; and

NOW THEREFORE, in consideration for Ten Dollars and other good and valuable consideration, JHMR and the County:

### AGREEMENT

1. New Transit Center and Lots 2 and 7 Obligations. The County agrees at its sole cost and expense to maintain the New Transit Center, paving, striping, repair, and landscape maintenance associated with Lot 7, and all maintenance obligations associated with Lot 2 and any facilities constructed thereon. JHMR shall have no financial obligation with respect to Lots 2 and 7 except as set forth below. Teton County will pay all costs associated with connecting Beckley Parkway to JHMR’s parking on Lot 6.

2. Lots 4, 5 and 6 Obligations. JHMR shall maintain Lot 4 as open space in accordance with the conservation in favor of the Jackson Hole Scenic Preserve Trust. JHMR shall additionally, and no less frequently than annually, reimburse Teton County for its proportionate

share of the costs to maintain the parking spaces on Lot 5 dedicated exclusively to JHMR's use. JHMR shall additionally maintain the gravel parking spaces on Lot 6.

3. Snowplowing and Maintenance of Beckley Parkway. JHMR, between November 15<sup>th</sup> and May 1<sup>st</sup> of each year of this Agreement, shall pay the cost to plow and remove snow from the parking spaces on Lots 6 and 7. JHMR shall manage and pay for snowplowing on Beckley Parkway and the County shall reimburse JHMR, no less frequently than annually, twenty-nine percent (29%) of JHMR's cost to remove snow from Beckley Parkway during any JHMR operating season. The County shall be responsible to provide and pay for any County desired snowplowing on Beckley Parkway that does not take place between November 15<sup>th</sup> and May 1<sup>st</sup>. JHMR will maintain the landscaping within the Beckley Parkway easement and the County shall reimburse JHMR, no less frequently than annually, twenty-nine percent (29%) of that landscape maintenance cost.

The County shall be responsible for managing the asphalt pavement maintenance of Beckley Parkway (excluding snow removal). The County agrees to perform summer pavement maintenance including "chip and seal" for Beckley Parkway as needed to maintain a state of good repair. JHMR shall reimburse the County, no less frequently than annually, seventy-one percent (71%) of the cost of asphalt pavement maintenance (excluding snow removal) for Beckley Parkway.

4. Survival. Nothing in this Agreement shall affect or impact the entitlements vested by virtue of the County's approval of the Stilson Park Subdivision (DEV 96-0047) nor shall the agreements memorialized herein give rise to additional exactions or development fees payable by JHMR unless specifically agreed to by JHMR.

5. Term, Conflict and Survival. This Agreement shall remain in full force and effect for so long as the County owns Lot 2 of the Stilson Park Subdivision according to Plat 911, and Lot 7 of the Stilson Park Subdivision Amended and JHMR owns Lots 4, 5, and 6 of Stilson Park Amended.

6. Annual Budget Meetings and Approval. On or before April 1 of every year this agreement is in effect, the parties agree to meet, present, and approve an annual budget (to be funded by each party in accordance with their obligations hereunder) to fund the improvements and parties' obligations defined herein with respect to Lot 7 only, and the parties' joint obligations on Beckley Parkway. A final annual operating budget shall be approved by May 30 of each year of this Agreement.

7. Indemnification. Each party shall be liable for its own negligent acts or omissions, or that of its employees, directors, agents, affiliates, contractors, representatives, successors or assigns, arising from, or in any way related to, the lease or use of the property subject to this Agreement and shall indemnify, defend and hold the other party harmless from and against any actual or threatened loss, claim, negligence, cause of action, liability, cost, expense (including attorney's fees and litigation expenses) or damages of any kind or nature associated with or arising from, whether directly or indirectly and whether foreseeable or unforeseeable, from the lease or use of the property subject to this Agreement by such party. Specifically, the Parties shall indemnify, defend and hold the other party harmless during the dates of the year when the other party is not in control of, or responsible for, the any property subject to this Agreement.

8. Insurance. JHMR and the County shall each, at their sole cost, carry and keep in full force and effect at all times a commercial general liability policy with at least \$1 million per occurrence and \$2 million aggregate for personal injury and property damage, which may be adjusted from time to time by agreement of the parties.

9. Modification. No modification of this Agreement shall be effective unless reduced to writing and signed by each of the parties hereto.

10. Waiver. No failure on the part of either party to give notice of default or to exercise or delay in exercising any right or remedy hereunder shall operate as a waiver of the right to give notice of such default to exercise any right or remedy as to the same or any subsequent or different default.

11. Assignment. No party may assign its rights or obligations under this Agreement without the written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, however, JHMR may assign its obligations hereunder to the Teton Village Association Improvement & Service District without the County's consent.

12. Controlling Law. This Agreement shall be governed and construed in accordance with the laws of the State of Wyoming.

13. Binding Effect. This Agreement shall be binding upon the parties and their respective successors.

14. Incorporation of Recitals. The Recitals appearing on the first page of this Agreement are hereby incorporated into and made a part of the Agreement.

**JACKSON HOLE MOUNTAIN  
RESORT CORPORATION, a  
Wyoming corporation,**

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Mary Kate Buckley, President

**TETON COUNTY WYOMING**

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Luther Propst, Chairman  
Teton County Board of County Commissioners

Attest:

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Maureen E. Murphy  
Teton County Clerk

## AGREEMENT

This Agreement is entered into between Jackson Hole Ski Corporation ("JHSC") and Teton County, Wyoming ("Teton County").

WHEREAS JHSC has proposed development of the Stilson Ranch Subdivision, and

WHEREAS JHSC desires to gift to Teton County certain lands for use as a baseball and soccer fields ("Playing Fields"), and

WHEREAS JHSC intends to construct an access road, a parking lot and restrooms adjacent to the Playing Fields, and

WHEREAS Teton County and JHSC also intend to agree to a joint use and maintenance of the access road, parking lot and restrooms to be constructed by JHSC adjacent to the Playing Fields,

JHSC and Teton County hereby agree as follows:

1. JHSC agrees to convey by special warranty deed to Teton County eight and one-half (8½) acres which will be used for baseball and soccer playing fields ("Playing Fields") or similar athletic activities which do not result in substantially different or greater impacts on the adjacent property. One (1) acre as described in Exhibit A and depicted on Exhibit B shall fulfill JHSC's requirement for an exaction for the twenty-eight (28) lots in the Stilson Ranch Subdivision plus the six (6) residential development rights in tract H for a total of thirty-four (34) total lots pursuant to the regulations and the remaining seven and one-half (7½) acres as described in Exhibit C shall be a gift from JHSC to the County.

2. The Playing Fields will not be lighted.

3. All costs of construction, operation and maintenance of the Playing Fields shall be the sole responsibility of Teton County.

4. JHSC will construct, at its own cost, an access road, parking lot and bus stop adjacent to the Playing Fields for use by JHSC for its customers and shall be responsible for maintenance of the access road, parking lots and bus stop from November 1 to April 1 each year. Teton County shall be entitled to use the access road and a portion of the parking lot for short term parking by users of the Playing Fields and shall be responsible for maintenance of the access road and the identified portion of the parking lot from April 1 to November 1 each year. There will be no overnight parking or sale of vehicles in the parking lot. A diagram of the access road and parking lot is attached as Exhibit D.

5. Teton County shall be entitled to use the access road and the parking lot each year for short term parking for public transit operations approved by Teton County and

RELEASED	
INDEXED	
ABSTRACTED	
SCANNED	

Grantor: JACKSON HOLE SKI CORPORATION

Grantee: TETON COUNTY WYOMING

Doc 0447903 bk 340 pg 272-278 Filed at 09:08 on 09/12/97

V Jolynn Coonce, Teton County Clerk fees: 18.00

By JULIE HODGES Deputy

those persons using public transit operations. It is understood that the JHSC shall be entitled to primary use of the parking lot for its customers from November 1 to May 1. If public use of the parking lot causes overcrowding of the parking lot, JHSC will restrict non-resort parking and immediately notify Teton County. Within forty -five (45) days of notification, Teton County shall consider the following two remedies and any other remedy the JHSC recommends: 1) The public parking will be permanently restricted to protect JHSC's primary right of use, or 2) Teton County will consider expansion of the lot and an agreement for sharing the maintenance cost.

6. JHSC intends to construct public restrooms adjacent to the Playing Fields and parking lot for use by its skiing customers at its own cost. Maintenance of the restrooms from November 1 to May 1 shall be the responsibility of JHSC. Teton County shall be entitled to use the restrooms for members of the public using the Playing Fields, accessing trailheads or using public transit. Maintenance of the restrooms from May 1 to November 1 shall be the responsibility of Teton County. Maintenance shall include payment for all utilities related to the restrooms. JHSC and Teton County agree that replacement of the restrooms and parking lot shall be the responsibility of JHSC.

7. JHSC agrees that the public may use the parking lot and restroom facilities for other uses, such accessing trailheads, so long as such use does not interfere with JHSC's need for parking for its customers.

8. Prior to May 1 of each year, the JHSC shall be responsible for bringing the access road, parking lot, bus stop and restroom building up to safe and sanitary condition. The parking lot area designated in Exhibit D for use during the summer and roads shall be free of potholes and the restrooms shall be in clean, working condition. Teton County shall be responsible for ensuring the access road, the portion of the parking lot designated in Exhibit D, bus stop and restroom building are in the same condition on November 1 as they were on May 1 of the same year.

9. When and if the playing fields are constructed, Teton County shall pay twenty percent (20%) of the cost of providing the electrical distribution lines to the restrooms which can be utilized in providing electricity to the Playing Fields for purposes other than outdoor lighting.

10. JHSC shall be liable for any and all claims arising out of usage of the access road, parking lot and restroom facilities by its skiing customers. Teton County shall be liable for, and shall indemnify (including the cost of defense of any claim) JHSC against, all claims arising out of usage of the Playing Fields and any claims arising from usage of the access road, parking areas and restrooms by members of the public accessing trailheads or using public transit. JHSC and Teton County shall both maintain personal and property liability insurance for the access road, parking lot and restrooms and shall name the other party as an additional named insured.

11. This agreement shall apply to and bind all successors and assigns of JHSC and Teton County.

Dated this 7<sup>th</sup> day of August, 1997.

JACKSON HOLE SKI CORPORATION

By: [Signature]  
Its: President

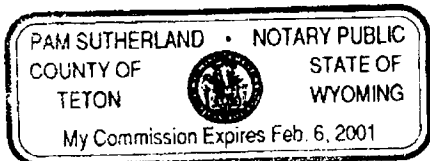
TETON COUNTY, WYOMING

By: [Signature]  
Its: Chair

STATE OF WYOMING )  
 ) ss.  
COUNTY OF TETON )

The foregoing instrument was acknowledged before me by Jerry Blann  
President of the Jackson Hole Ski Corporation, this 7<sup>th</sup> day of August  
1997.

Witness my hand and official seal.



[Signature: Pam Sutherland]  
Notary Public  
My commission expires: Feb 6, 2001

STATE OF WYOMING )  
 ) ss.  
COUNTY OF TETON )

The foregoing instrument was acknowledged before me by Michael F. Guran  
Guran of Teton County, Wyoming, this 12 day of Sept.  
1997.

Witness my hand and official seal.



[Signature: Julie A. Hodges]  
Notary Public  
My commission expires: July 19, 2000



LEGAL DESCRIPTION OF ONE ACRE  
COUNTY  
EXACTION PARCEL  
STILSON PARK SUBDIVISION

That part of Lot 2 as shown on the Final Plat of Stilson Park Subdivision recorded in the Office of the Clerk of Teton County, Wyoming as plat number 911 more particularly described as follows:

BEGINNING at the south corner of Lot 2 which is marked by a 5/8" diameter rebar with cap inscribed "PLS 3831";

THENCE N 47°34'20"W, 208.71 feet along the westerly line of said Lot 2;

THENCE N 44°12'22"E, 208.71 feet to a point;

THENCE S 47°34'20"E, 208.71 feet to a point on the southerly line of said Lot 2;

THENCE S 44°12'22"W, 208.71 feet along the south line to the POINT OF BEGINNING.

SUBJECT TO and TOGETHER WITH any easements, rights-of-way, covenants, conditions, restrictions, agreements, reservations or encumbrances of sight and/or record.

Said property CONTAINS 1.00 acres more or less.

Pierson Land Surveys, PC  
July 28, 1997

EXHIBIT A

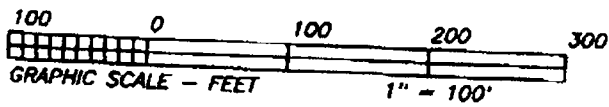
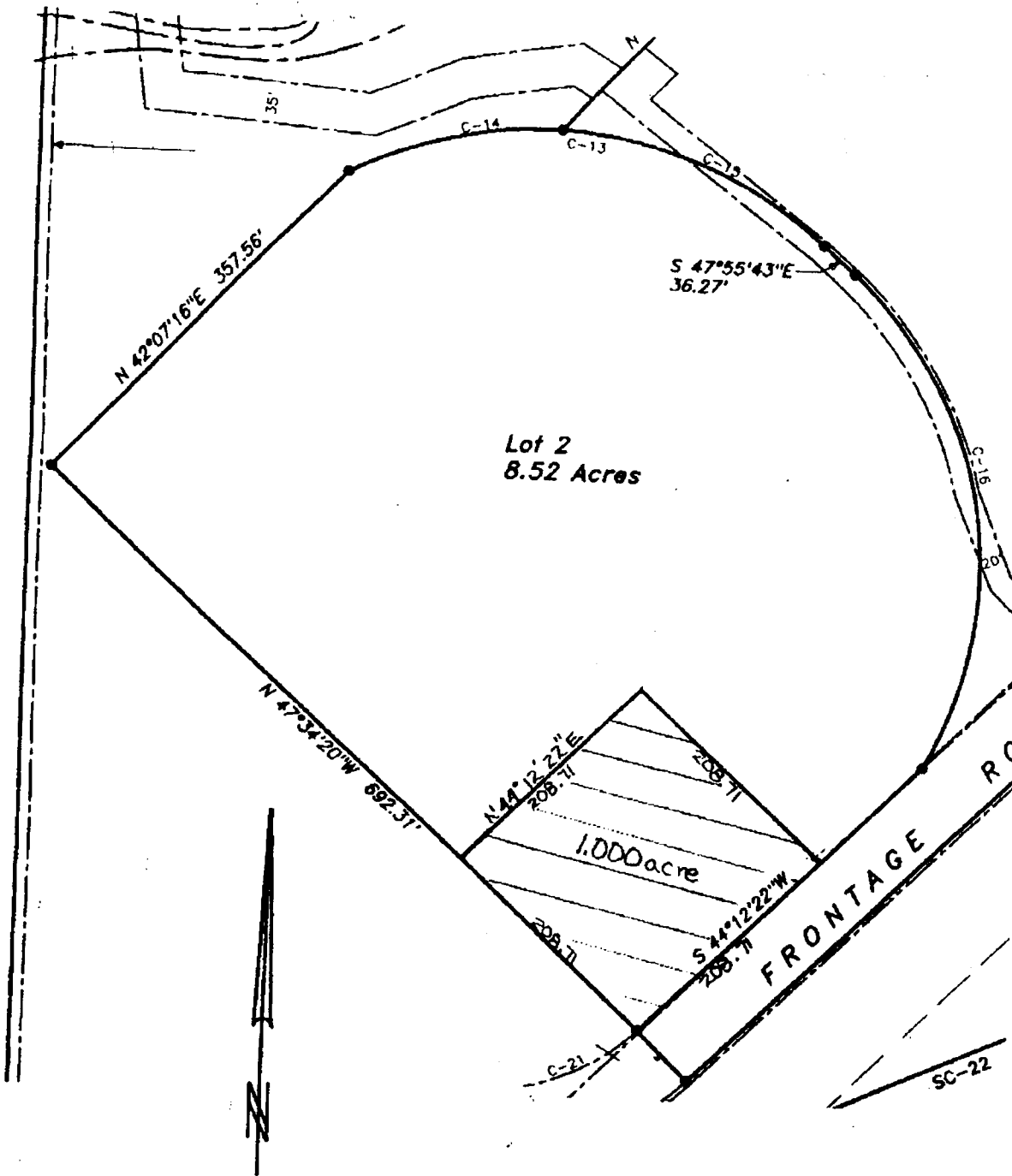


EXHIBIT FOR A ONE ACRE  
COUNTY  
EXACTION PARCEL  
IN LOT 2  
OF  
STILSON PARK SUBDIVISION

EXHIBIT B

LEGAL DESCRIPTION  
OF A 7.5  
GIFT PARCEL  
STILSON PARK SUBDIVISION

That part of Lot 2 as shown on the Final Plat of Stilson Park Subdivision recorded in the Office of the Clerk of Teton County, Wyoming as plat number 911 more particularly described as follows:

ALL of LOT 2, EXCEPTING, the following 1 acre piece:

BEGINNING at the southwest corner of Lot 2 which is marked  
by a 5/8" diameter rebar with cap inscribed "PLS 3831";  
THENCE N 47°34'20"W, 208.71 feet along the westerly line of said Lot 2;  
THENCE N 44°12'22"E, 208.71 feet to a point;  
THENCE S 47°34'20"E, 208.71 feet to a point on the southerly line of said  
Lot 2;  
THENCE S 44°12'22"W, 208.71 feet along the south line to the POINT OF  
BEGINNING.

SUBJECT TO and TOGETHER WITH any easements, rights-of-way,  
covenants, conditions, restrictions, agreements, reservations or  
encumbrances of sight and/or record.

Said property CONTAINS 7.5 acres more or less.

Pierson Land Surveys, PC  
July 28, 1997

EXHIBIT C

8-7-47

# Exhibit B

## CERTIFICATE OF OWNER

The undersigned, acting for and on behalf of the Jackson Hole Mountain Resort Corporation, a Wyoming corporation and Teton County, Wyoming, hereinafter referred to as Owners, do hereby certify:

that the Jackson Hole Mountain Resort Corporation is the owner and proprietor of Lot 1 and Lot 3 of Stilson Park Subdivision, a subdivision of record in the Office of the Clerk of Teton County, Wyoming as Plat 911, EXCEPT that portion conveyed to the Transportation Commission of Wyoming by that document recorded June 1, 2022 as Instrument No 1040142;

that said LOT 1 AND LOT 3 (EXCEPT THAT PORTION CONVEYED TO THE TRANSPORTATION COMMISSION OF WYOMING) OF THE STILSON PARK SUBDIVISION ARE HEREBY VACATED in accordance with Section 34-12-106 through Section 34-12-110 Wyoming Statutes, and that in accordance with said Section 34-12-110 said Clerk is respectfully requested to write "VACATED" across said Lots 1 and 3 on Plat 911;

THAT BECKLEY PARK WAY OF THE STILSON PARK SUBDIVISION, except that portion within the access and utility easement granted to property owners within Stilson Ranch Subdivision Plat 912, IS HEREBY VACATED in accordance with Section 34-12-106 through Section 34-12-110 Wyoming Statutes, and that in accordance with said Section 34-12-110 said Clerk is respectfully requested to write "VACATED" across said Beckley Park Way on Plat 911;

that the foregoing subdivision of said lands, as shown on this plat, is with the free consent and in accordance with the desires of said Owners;

that the name of the foregoing subdivision shall be "STILSON PARK SUBDIVISION AMENDED";

that said STILSON PARK SUBDIVISION AMENDED is in accordance with, and SUBJECT TO the terms and conditions of the Stilson Ranch Development Plan (DEV 86-0047) of record in the Office of the Teton County Planning and Building Department and any subsequent amendments thereto;

that all of, or portions of STILSON PARK SUBDIVISION AMENDED (as specifically described in each instrument referenced below and/or as shown on this plat) are SUBJECT TO AND/OR BENEFITED BY the terms and conditions of the following instruments of record in the Office of the Clerk of Teton County, Wyoming:

COVENANTS, CONDITIONS, RESTRICTIONS, reservations, easements, ditches, roadways, rights-of-way, and common areas as delineated on Map T-1462;

RIGHT OF WAY EASEMENT granted to The Mountain States Telephone and Telegraph Company, its successors and assigns, in Book 3 of Mixed Records, page 180;

RIGHT OF WAY EASEMENT granted to State of Wyoming in book 8 of Mixed Records, page 168;

RIGHT OF WAY EASEMENT granted to State of Wyoming in book 10 of Mixed Records, page R;

RIGHT OF WAY EASEMENT granted to State of Wyoming in book 10 of Mixed Records, pages 94-95;

RIGHT OF WAY EASEMENTS to construct, operate, and maintain electric distribution system granted to Lower Valley Power and Light, Inc., its successors and assigns, in Book 11 of Mixed Records, pages 461-462, in Book 49 of Photo, page 577, and in Book 226 of Photo, page 322;

RIGHT OF WAY EASEMENT granted to The Mountain States Telephone and Telegraph Company, its successors, assigns, lessees, licensees and agents; in Book 68 of Photo, pages 544-545;

AGREEMENT between Jackson Hole Ski Corporation and Teton County, Wyoming in Book 340 of Photo, pages 272-278;

OPEN SPACE EASEMENT granted to the Teton County Scenic Preserve Trust, and its successors and assigns in Book 341 of Photo, pages 69-86;

DEDICATION OF PATHWAY EASEMENT granted to Teton County, Wyoming in Book 341 of Photo, pages 640-645;

DISTRIBUTION EASEMENT and right-of-way between the JHSC Properties, Inc. and Lower Valley Energy in Book 508 of Photo, pages 253-255;

AGREEMENT AND UTILITY EASEMENTS by and between Wilson Sewer District and JHSC Properties, Inc. in Book 506 of Photo, pages 593-605;

ELECTRIC DISTRIBUTION EASEMENTS granted to Lower Valley Energy, Inc., its successors and assigns, in Book 757 of Photo, page 530 and in Book 900 of Photo, pages 711-712;

ELECTRIC DISTRIBUTION EASEMENT granted to Lower Valley Energy, Inc., its successors and assigns, in Book 226 of Photo, page 322;

MEMORANDUM OF STILSON PARK BUILDING AND TOWER USE AGREEMENT between JHSC Properties, Inc. and New Chiglar Wireless PCS, LLC in Book 879 of Photo, pages 977-980;

MEMORANDUM OF STILSON PARK BUILDING AND TOWER USE AGREEMENT between JHSC Properties, Inc. and Cellular Inc. Network Corporation in Book 908 of Photo, pages 1027-1030;

PATHWAY ACCESS EASEMENT AND AGREEMENT between Jackson Hole Mountain Resort Corporation and Teton County, Wyoming, in document no.1057415;

TEMPORARY CONSTRUCTION EASEMENT between Jackson Hole Mountain Resort Corporation and Teton County, Wyoming, in document no.1007284;

that the roads and parking areas of STILSON PARK SUBDIVISION AMENDED are private and SUBJECT TO that AGREEMENT between Jackson Hole Ski Corporation and Teton County, Wyoming of record in Book 340 of Photo, pages 272-278;

that the roads and parking areas of STILSON PARK SUBDIVISION AMENDED have been built in accordance with the applicable standards, rules and regulations of Teton County, Wyoming;

that non-exclusive easements within the road-right-of-way of Beckley Park Way as shown this subdivision plat are granted to Lower Valley Energy, CenturyLink, Charter Communications, Silverstar Communications and their successors and assigns for the underground installation and maintenance of utility services appurtenant to said subdivision;

that said Owners, so long as they own lots within the subdivision, hereby reserve unto themselves, their heirs, successors, and assigns the right to grant unto other parties non-exclusive easements over their respective properties for any purpose they deem necessary in the rights-of-way of the roads, parking areas, and the utility or other easements shown on this plat within the foregoing subdivision, provided that such future grants shall not cause unreasonable interference with uses under prior easement grants;

that the Jackson Hole Mountain Resort Corporation, its heirs, successors and assigns and any other entities or individuals that have water rights duly permitted by the Wyoming State Engineer's Office that are associated with the ditches identified on this plat as the Beckley Ditch and the Property Ditch and its interests, which pass through parts of Lot 4 of STILSON PARK SUBDIVISION AMENDED are benefited by easements that are hereby affirmed for the operation, repair and maintenance of said ditch; said easements shall satisfy any historical rights but shall at minimum encompass the full width of the ditch and shall extend beyond the top of any bank of the ditch for a distance of fifteen feet (15.00'); however, should said ditch be relocated by the entities that have rights to the ditch, the appurtenant easements shall move with the ditch;

that the lots of STILSON PARK SUBDIVISION AMENDED may be SUBJECT TO other easements, rights-of-way, covenants, conditions, restrictions, reservations, agreements, or encumbrances of right; and/or record;

that all rights under and by virtue of the homestead exemption laws of the State of Wyoming are hereby waived and released.

## OWNER

Mary Kate Buckley, President  
Jackson Hole Mountain Resort Corporation,  
a Wyoming corporation

State of Wyoming } SS  
County of Teton }

The foregoing instrument was acknowledged before me by Mary Kate Buckley this \_\_\_\_ day of \_\_\_\_\_, 2023.

WITNESS my hand and official seal.

Notary Public  
My commission expires:

## CERTIFICATE OF SURVEYOR

I, Matthew P. Gotham, a Wyoming Professional Land Surveyor, do hereby certify:

that this plat was prepared from data obtained during surveys performed under my direction during February through August 2022;

that the BASIS OF BEARING for said surveys is N0026°33'E on the west line of Gov't Lot 3, Section 23, T.41N., R.117W., 6th P.M., Teton County, Wyoming;

that this plat correctly represents STILSON PARK SUBDIVISION AMENDED, a subdivision of lands identical with Lot 1 and Lot 3 (except that portion conveyed to the Transportation Commission of Wyoming by that document recorded June 1, 2022 as Instrument No 1040142) of the STILSON PARK SUBDIVISION, a subdivision of record in the Office of the Clerk of Teton County, Wyoming as Plat 911, and is located within SW1/4NE1/4 and Government Lots 2 and 3 of Section 23 all within Township 41 North, Range 117 West, 6th P.M., Teton County, Wyoming;

that STILSON PARK SUBDIVISION AMENDED contains 41.64 acres, more or less;

that said STILSON PARK SUBDIVISION AMENDED IS SUBJECT TO easements, rights-of-way, covenants, conditions, restrictions and agreements including, but not limited to, those specifically called for in the Certificate of Owner on this plat;

that according to information provided by a recent search of the records of the Wyoming State Engineer's Office, no surface water rights for irrigation are appurtenant to the lands being subdivided by this plat, but certain ground water rights are appurtenant to the lands of this subdivision for wells owned by the Teton Village Water and Sewer District; refer to the Water Rights Notes of this plat.



Matthew P. Gotham  
Wyoming Professional Land Surveyor 13002

State of Wyoming } SS  
County of Teton }

The foregoing instrument was acknowledged before me by Matthew P. Gotham this \_\_\_\_ day of \_\_\_\_\_, 2023.

WITNESS my hand and official seal.

Notary Public  
My commission expires:

## CERTIFICATE OF APPROVAL

Pursuant to Sections 34-12-103, and 18-5-301 through 18-5-315, Wyoming Statutes and the pertinent land development regulations of Teton County, Wyoming, the foregoing subdivision, STILSON PARK SUBDIVISION AMENDED, was approved at the regular meeting of the Board of County Commissioners held on the \_\_\_\_ day of \_\_\_\_\_, 2023.

SUBJECT TO the condition that the foregoing subdivision is in conformity with, and in compliance with the terms and conditions of the Stilson Ranch Development Plan (DEV 86-0047) of record in the Office of the Teton County Planning and Building Department and any subsequent amendments thereto approved by the Board of County Commissioners.

State of Wyoming } SS  
County of Teton }

ATTEST: BOARD OF COUNTY COMMISSIONERS

Clerk,  
Maureen E. Murphy

Luther Probst, Chairman

## CERTIFICATE OF MORTGAGEE

ZIONS FIRST NATIONAL BANK  
CONSENT BY SEPARATE AFFIDAVIT

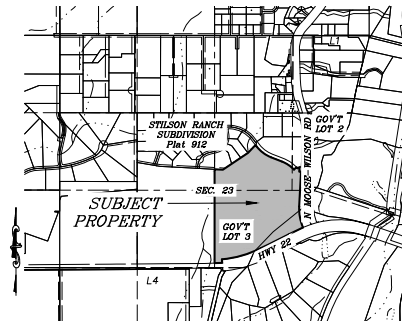
## WATER RIGHTS NOTES

The records of the Wyoming State Engineer's Office indicate:

- that ground water rights are appurtenant to the lands of this subdivision under permits U.W. 1152200, the Stilson Park #1 Well. Said well is owned by Jackson Hole Mountain Resort Corporation and is located on Lot 6 of the foregoing subdivision; said rights shall be retained;
- that surface water rights are appurtenant to Lot 4 of this subdivision for irrigation; said rights, under the following appropriations, shall be retained:

-original supply under the John D. Beckley Appropriation, diverting from the Snake River through the John D. Beckley Ditch, Permit No. 5473, Order Record 4, page 371, Certificate Record 31, page 84, Proof No. 10406, with a priority of April 14, 1903;

Note that water rights may be altered over time. For the status of water rights appurtenant to this subdivision after the recordation of this plat, refer to the records of the Wyoming State Engineer's Office.



## VICINITY MAP

SHOWING  
SW1/4NE1/4 & GOV'T LOTS 2 & 3 SECTION 23  
T.41N. R.117W. 6TH P.M.  
TETON COUNTY, WYOMING  
SCALE 1"=1000'

THIS SUBDIVISION SHALL BE CONNECTED TO THE ASPENS & THE ASPENS II SEWER COLLECTION & TREATMENT SYSTEM  
NO PROPOSED PUBLIC WATER SYSTEM  
NO PUBLIC MAINTENANCE OF STREETS OR ROADS  
THE SURFACE ESTATE OF THE LAND TO BE SUBDIVIDED IS SUBJECT TO FULL AND EFFECTIVE DEVELOPMENT OF THE MINERAL ESTATE  
THE SUBDIVISION SHALL NOT BE SUBJECT TO FURTHER DIVISION EXCEPT IN ACCORDANCE WITH THE TETON COUNTY LAND DEVELOPMENT REGULATIONS  
SELLER DOES NOT WARRANT TO PURCHASER THAT THE PURCHASER SHALL HAVE ANY RIGHTS TO THE NATURAL FLOW OF ANY STREAM OR RIVER WITHIN OR ADJACENT TO THE PROPOSED SUBDIVISION  
WYOMING LAW DOES NOT RECOGNIZE ANY RIPARIAN RIGHTS TO THE CONTINUED NATURAL FLOW OF A STREAM OR RIVER FOR PERSONS LIVING ON THE BANKS OF A STREAM OR RIVER.

## LOT AND AREA SUMMARY

TOTAL AREA:	41.64 ACRES ±
TOTAL NUMBER OF LOTS:	4
AVERAGE ACREAGE PER LOT:	10.41 ACRES ±

## OWNER & APPLICANT:

Jackson Hole Mountain Resort Corporation  
P.O. Box 290  
Teton Village, Wyoming 83025  
307-733-2292

## AND

Teton County  
P.O. Box 1727  
Jackson, Wyoming 83001  
307-732-8200

## SURVEYOR:

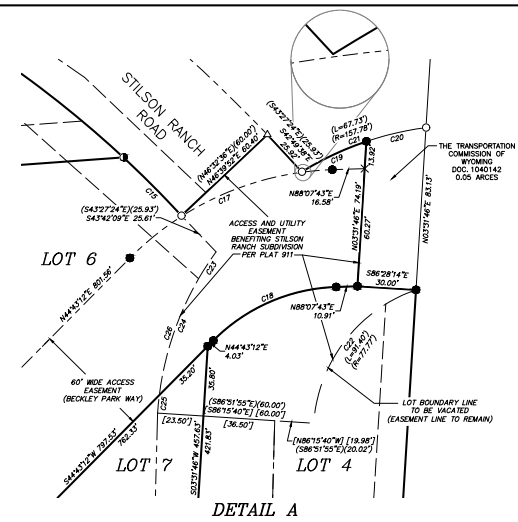
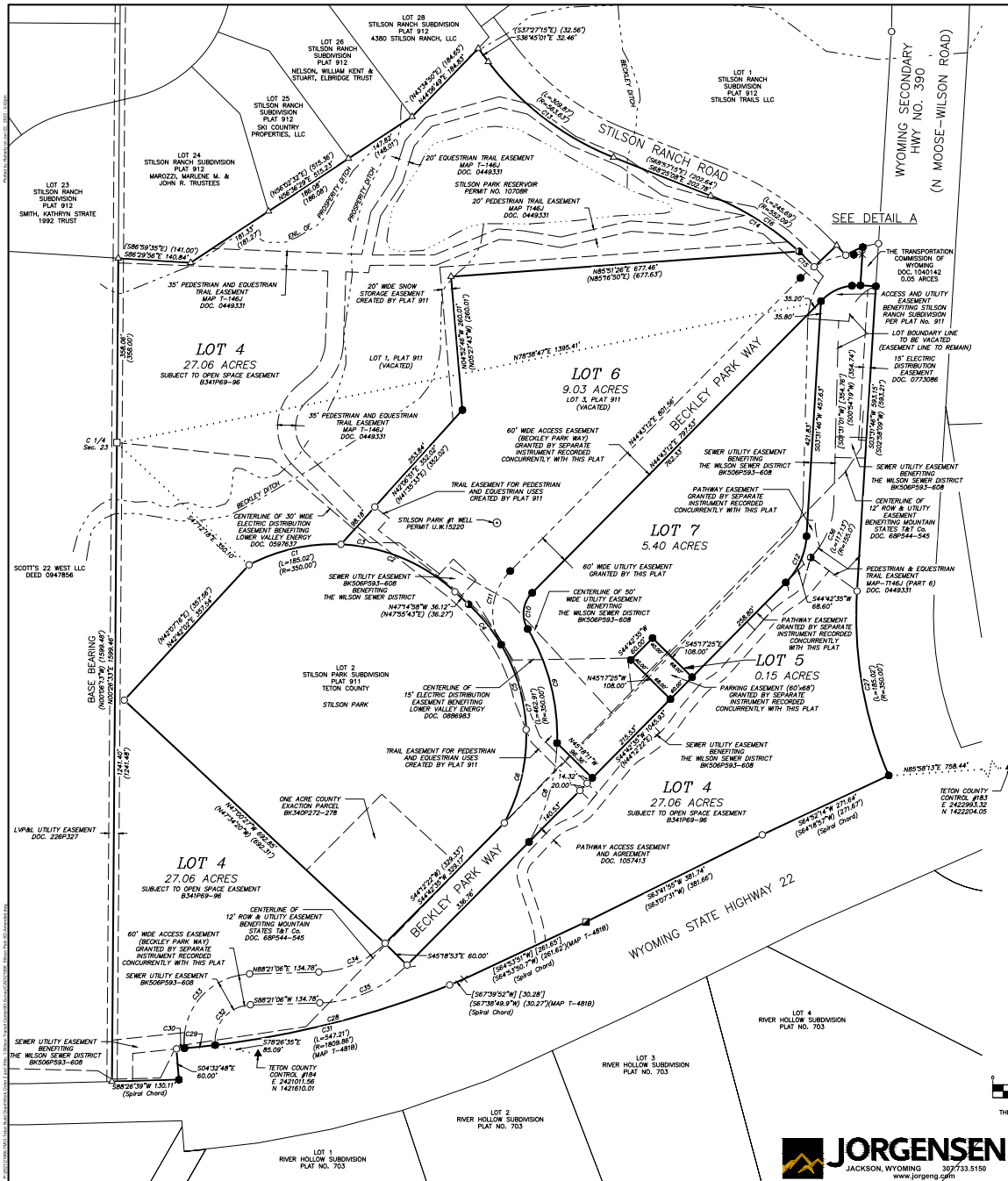
Jorgensen Associates, Inc.  
1315 South Highway 89, Suite 201  
P.O. Box 8550  
Jackson, Wyoming 83002  
307-733-5150

FINAL PLAT  
STILSON PARK SUBDIVISION  
AMENDED  
IDENTICAL WITH LOT 1 &  
A PORTION OF LOT 3  
STILSON PARK S/D, PLAT 911  
LOCATED WITHIN  
SW1/4NE1/4 & GOVERNMENT LOTS 2 & 3 SECTION 23  
T.41N., R.117W., 6th P.M.  
Teton County, Wyoming  
SHEET 1 of 3



307.733.5150  
www.jorgeng.com

PREPARED BY: RL/RP MAP REVISION: 2023-06-02 PROJECT NUMBER: 21068-60  
MAP PREPARED: 2023-02-03



### LEGEND

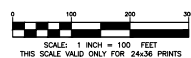
- Indicates iron pipe with 3 1/2" aluminum cap inscribed "PLS 3831" with Certified Land Corner Recordation Certificate on file found this survey
- Indicates a 5/8" diameter reinforcing steel bar with aluminum cap inscribed "PLS 3831" unless otherwise noted, found this survey
- △ Indicates a 5/8" diameter reinforcing steel bar with plastic cap found this survey
- Indicates a 5/8" diameter reinforcing steel bar without cap found this survey
- ✕ Indicates a calculated point, no monument found or set
- ▲ Indicates a Teton County control point, as noted
- measured bearing & distance or curve geometry
- noted bearing & distance or curve geometry, per Plat 911 unless noted otherwise
- calculated bearing & distance or curve geometry
- boundary, this subdivision
- boundary, adjoining parcel
- boundary, 60' wide access and utility easement (Beckley Park Way)
- boundary, easement - as noted
- boundary, vacated
- boundary, tie

NOTE:  
BASIS OF BEARINGS IS N00°26'33"E on the west line of Gov't Lot 3, Section 23, referencing the Wyoming State Plane Coordinate System, NAD 83, West Zone.  
See Sheet 3 for record easement details.

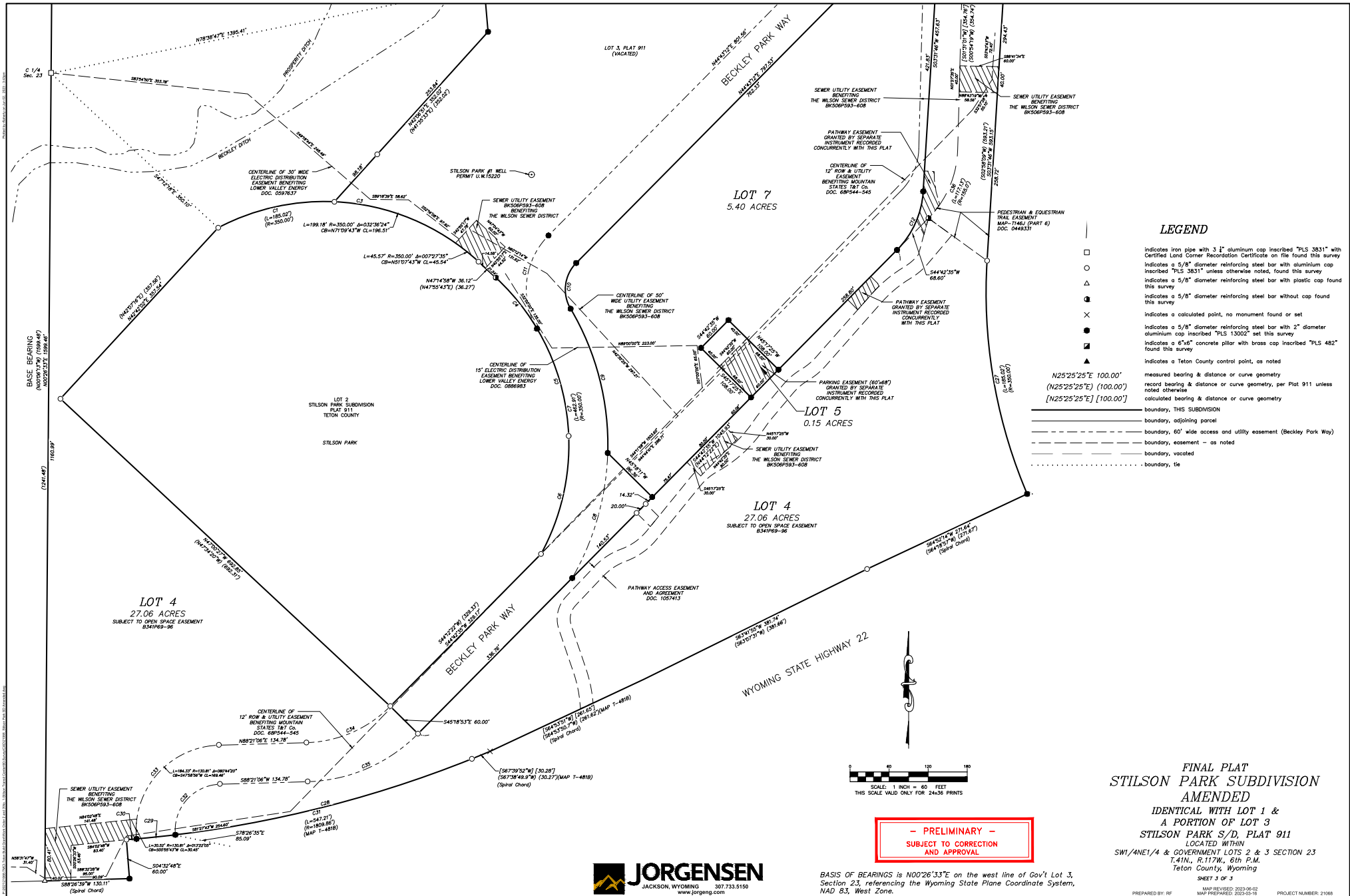
CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	184.97	350.00	3076'48"	S77°23'41"W	182.63
C2	244.75	350.00	4053'59"	N67°25'55"W	239.79
C3	429.72	350.00	7020'48"	S82°34'19"E	403.24
C4	101.18	350.00	1633'45"	S36°36'39"E	100.62
C5	173.73	350.00	2828'28"	N16°26'33"W	171.96
C6	186.48	350.00	3051'14"	N13°21'27"E	186.21
C7	463.39	350.00	7951'26"	S91°44'48"E	430.28
C8	201.86	410.00	801'50"	N15°05'07"E	199.63
C9	231.84	410.00	923'25"	N14°28'31"W	228.76
C10	76.29	58.00	7921'40"	N70°22'22"E	70.91
C11	155.18	118.00	7920'47"	N70°13'58"E	144.23
C12	100.62	140.00	4170'49"	S24°07'10"W	98.47
C13	309.86	563.63	3129'56"	S52°19'39"E	305.97
C14	203.83	552.09	2109'49"	S57°42'19"E	202.77
C15	42.06	552.09	421'54"	S44°56'27"E	42.05
C16	245.99	552.09	2931'43"	S55°31'22"E	243.96
C17	115.63	132.62	4324'31"	N66°25'28"E	112.88
C18	70.17	92.62	4324'31"	N66°25'28"E	68.50
C19	36.52	157.78	1315'48"	N64°49'04"E	36.44
C20	31.36	157.78	1123'11"	S76°56'07"W	31.30
C21	67.88	160.26	2415'59"	S70°24'55"W	67.37
C22	91.10	77.77	6707'08"	S37°28'55"W	85.98
C23	16.36	157.78	576'53"	S33°16'16"W	16.36
C24	63.25	157.78	2728'01"	S18°58'59"W	62.80
C25	9.23	157.78	371'04"	S59°22'27"W	9.23
C26	88.84	157.78	3215'37"	S19°56'44"W	87.67
C27	366.78	791.20	2613'40"	S94°45'27"E	363.51
C28	471.52	1809.86	1435'38"	S75°13'48"W	470.19
C29	60.00	1809.86	153'58"	S84°02'37"W	60.00
C30	15.59	1809.86	079'37"	S85°14'24"W	15.59
C31	547.11	1809.86	1719'13"	N76°49'36"E	545.03
C32	116.09	70.81	8356'11"	N41°23'00"E	103.52
C33	214.85	130.81	9496'25"	N41°17'53"E	191.50
C34	143.79	188.67	4339'59"	N66°31'06"E	140.33
C35	189.52	248.67	4339'59"	S66°31'06"W	184.96
C36	117.12	155.00	4374'42"	S23°09'43"W	114.35

FINAL PLAT  
STILSON PARK SUBDIVISION  
AMENDED  
IDENTICAL WITH LOT 1 &  
A PORTION OF LOT 3  
STILSON PARK S/D, PLAT 911  
LOCATED WITHIN  
SW1/4NE1/4 & GOVERNMENT LOTS 2 & 3 SECTION 23  
T.41N., R.117W., 6th P.M.  
Teton County, Wyoming  
SHEET 2 OF 3

**JORGENSEN**  
JACKSON, WYOMING 337.733.5150  
www.jorgensen.com



**— PRELIMINARY —**  
**SUBJECT TO CORRECTION**  
**AND APPROVAL**



LEGEND

- Indicates iron pipe with 3" aluminum cap inscribed "PLS 3831" with Certified Land Corner Recordation Certificate on file found this survey
- Indicates a 5/8" diameter reinforcing steel bar with aluminum cap inscribed "PLS 3831" unless otherwise noted, found this survey
- Indicates a 5/8" diameter reinforcing steel bar with plastic cap found this survey
- Indicates a 5/8" diameter reinforcing steel bar without cap found this survey
- Indicates a calculated point, no monument found or set
- Indicates a 5/8" diameter reinforcing steel bar with 2" diameter aluminum cap inscribed "PLS 13002" set this survey
- Indicates a 6" x 6" concrete pillar with brass cap inscribed "PLS 482" found this survey
- Indicates a Teton County control point, as noted
- measured bearing & distance or curve geometry record bearing & distance or curve geometry, per Plat 911 unless noted otherwise
- calculated bearing & distance or curve geometry
- boundary, THIS SUBDIVISION
- boundary, adjoining parcel
- boundary, 60' wide access and utility easement (Beckley Park Way)
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AMENDED

IDENTICAL WITH LOT 1 &  
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SW1/4NE1/4 & GOVERNMENT LOTS 2 & 3 SECTION 23  
T.41N., R.117W., 6th P.M.  
Teton County, Wyoming

SHEET 3 OF 3

- PRELIMINARY -  
SUBJECT TO CORRECTION  
AND APPROVAL



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