



**Board of County Commissioners - Staff Report**

**Submitting Dept:** Public Works  
**Meeting Date:** CONTINUED FROM April 11, 2023

**Presenter:** Heather Overholser  
**Subject:** Consideration of Easements for TCMI/BUILD Wilson to Stilson Pathway – K. Ohnmeis

---

**Statement / Purpose:** To consider a Wildlife Fence Construction and Access & Pathway Construction and Access Easement and Agreement for the Wilson to Stilson Pathway and Component 6 of the TCMI/BUILD Project.

**Background / Description (Pros & Cons):** Teton County, Wyoming is the direct recipient of the federal BUILD (Better Utilizing Investments to Leverage Development) Transportation grant from the U.S. Department of Transportation (USDOT) 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.

Component 6 (Wilson to Stilson Pathway) entails construction of a pathway linking Wilson to the planned Stilson Park Transit Center. To construct this component, it is necessary for Teton County to acquire certain property rights from landowners that will be impacted by the project; including Temporary Construction Easements, Permanent Pathway Easements, and/or Permanent Wildlife Fence Easements (with the Wyoming Transportation Commission as a co-grantee as WYDOT is installing the fences within the easements).

Due to the federal funding awarded as a part of the project, Teton County is required to follow the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601 et seq.) (Uniform Act) and its associated regulations (49 CFR Part 24), which require compensation for property and/or property rights based on fair market value as determined by a certified appraisal.

**Stakeholder Analysis & Involvement:** The land owner/grantor was engaged by the BUILD project team regarding the easement and has signed the easement. Following signature by the Board as grantee, the Wildlife Fence Construction and Access & Pathway Construction and Access Easement and Agreement will be signed by the Transportation Commission of Wyoming.

**Fiscal Impact:** Teton County will pay the land owner, Keith Ohnmeis, just compensation in the amount of \$89,100.00 as determined by a certified general appraiser and in accordance with federal law for the Wildlife Fence Construction and Access & Pathway Construction and Access Easement and Agreement for the Wilson to Stilson Pathway.

**Staff Impact:** None

**Legal Review:** A. Moore

**Staff Input / Recommendation:** Staff recommends approval of the Wildlife Fence Construction and Access & Pathway Construction and Access Easement and Agreement from Keith Ohnmeis for construction of the Wilson to Stilson Pathway.

**Attachments:**

Wildlife Fence Construction and Access & Pathway Construction and Access Easement and Agreement with Exhibit A (Legal Description & Map)

**Suggested Motion:** I move to approve the Wildlife Fence Construction and Access & Pathway Construction and Access Easement and Agreement from Keith Ohnmeis for construction of the Wilson to Stilson Pathway.

***Service • Excellence • Collaboration • Accountability • Positivity • Innovation***

**WILDLIFE FENCE CONSTRUCTION AND ACCESS &  
PATHWAY CONSTRUCTION AND ACCESS  
EASEMENT AND AGREEMENT**

This Easement and Agreement (“Agreement”) is made and entered into to be effective as of the date this Agreement is recorded in the land records of Teton County, Wyoming, in the office of the Teton County Clerk (the “Effective Date”), by and between Keith Ohnmeis, whose address of which is P.O. Box 1250, Wilson, Wyoming 83014 (hereinafter referred to as “Grantor”), Teton County, Wyoming, a duly organized county of the State of Wyoming, of P.O. Box 1727, Jackson, Wyoming 83001 (hereinafter referred to as “Grantee Teton County”), and the Transportation Commission of Wyoming (hereinafter referred to as “Grantee Transportation Commission”) and hereinafter collectively referred to as the “Grantees.”

WHEREAS, the Grantor is the owner in fee simple of certain real estate situated in Teton County, Wyoming, and more particularly described in Exhibit “A” over which the Grantees wish to obtain a right to build and maintain fencing for wildlife control by Grantees or their designees, and a right for the public to enter and pass for non-motorized transportation and recreational purposes, under circumstances where Grantor is provided the immunity from liability recorded by W.S. §34-19-101 (1977) et seq; and

WHEREAS, the Grantees are each a governmental body whose powers include the authority to receive easements in land upon such terms and conditions as set forth in this Agreement, including the indemnification of Grantor by Grantee Teton County, and solely by Teton County Grantee, as to the Pathway Easement pursuant to Section B.5;

NOW THEREFORE, for and in exchange for good and valuable consideration paid by the Grantees to the Grantor, receipt and sufficiency of which is hereby acknowledged, and in consideration of the covenants and undertakings herein set forth, the Grantor hereby does give, grant, bargain, sell, and confirm to the Grantees a non-exclusive easement, perpetual so long as the land is used for the purposes described herein, over, across, and on that real property of Grantor as legally described and shown in **Exhibit “A”**, which is attached to and incorporated into this Agreement by this reference, for the purpose of permitting the Grantees, and the Grantees’ designees, to build and maintain a wildlife fence and a pathway for the benefit of the public under the following terms and conditions:

**A. Wildlife Fence Easement.**

Grantor hereby grants to Grantees the right to construct and maintain a fence for control of wildlife, over and across that real property of Grantor as legally described and depicted in Exhibit “A” under the following terms and conditions:

1. The Grantees, each for itself and for its successors and assigns, covenants and agrees that, once constructed, Grantees, or designees, will maintain the aforesaid wildlife fence, and that:
  - a) There shall be no removal, destruction, cutting, or alteration of any vegetation, nor any disturbance or change in the natural habitat in any manner beyond what is necessary for construction, maintenance, and/or repairs of the wildlife fence.
  - b) Grantees, or Grantees’ designee shall undertake such spraying, application of biocides, or other activities as are necessary to control noxious weeds or plants within the easement.
  - c) Once constructed Grantees shall be deemed to be in control of the wildlife fence and shall maintain, either directly or through a designee, the wildlife fence in a safe, neat, and orderly manner and ensure that the terms and conditions of this indenture are met.

- d) Grantor hereby authorizes Grantees, or Grantees' designees, to enter unto the property for the purposes of clearing, grading, or other activities as may be necessary to utilize the easement granted.

#### RESERVED RIGHTS OF GRANTOR REGARDING FENCE

- 2. Notwithstanding any of the foregoing covenants to the contrary, the Grantor specifically reserves for itself, its members, owners, affiliate companies, officers, employees, tenants, invitees, licensees, successors, assigns, and any other person claiming under it the following reserved rights:
  - a) The right to enter, pass, and repass the burdened lands at any time, including the superior right to use any prior easement affecting the property described herein.
  - b) All rights as owner of the property, including the right to use the property for all purposes not inconsistent with this indenture.
  - c) Nothing herein shall be construed to entitle the Grantees to institute any enforcement proceedings against the Grantor for any changes to the granted easements due to causes beyond the Grantor's control, such as changes caused by fire, storm, landslide, erosion, falling trees or branches, plant growth, water, or any other act of nature, or the unauthorized acts of third persons.
  - d) It is understood and agreed that this indenture shall not affect or reduce the total acreage of the property for any regulatory purposes, such as permitted or required site areas, floor area ratios, open space ratios, building coverage, or site coverage.
  - e) It is understood and agreed that this indenture imposes no other obligations or restrictions upon the Grantor, its members, owners, affiliate companies, officers, employees, tenants, invitees, licensees, successors, assigns, or any other person or party claiming under it, and that neither Grantor nor its members, affiliate companies, officers, employees, tenants, invitees, licensees, successors, assigns, or any other person or party claiming under it shall be in any way restricted in their use of the lands for all purposes, present and future, not inconsistent with this grant.
  - f) Nothing herein shall be deemed to affect any mortgage, lien, or other interest in the lands described herein which were in existence at the time of the execution of this instrument.

#### **B. Pathway Easement.**

Grantor hereby grants to Grantee Teton County the right to construct and maintain a pathway over and across that real property of Grantor legally described and depicted on Exhibit "A" attached hereto (the "Easement Land"), for the purpose of non-motorized bicycle, pedestrian, equestrian, and ski passage and repassage by the public on and along the pathway ("Pathway") and under the following terms and conditions:

- 1. Maintenance. Teton County Grantee, for itself and for its successors and assigns, covenants and agrees that, once constructed, it will maintain the aforesaid Pathway for public transportation and recreational purposes, including pedestrian, bicycle, equestrian, and ski passage and repassage at its expense in a neat and orderly condition, free of trash, rubbish, or any other unsightly materials, in an efficient expedient manner to the satisfaction of the Grantor, and it shall undertake

periodic inspections to ensure that the Pathway and Easement Land is maintained in a neat, orderly, and safe manner and that the terms and conditions of this Agreement are met. For all purposes of this Agreement, “maintenance” shall mean, at a minimum, upkeep, maintenance and repair of the Pathway surface and sub-surface, once constructed, to insure the Pathway at all times may be safely used by the public as intended by this Agreement.

2. Limitations and Obligations Regarding Use of Pathway Easement.

- a) **Motorized Vehicles Prohibited Except for Emergency and Maintenance Vehicles.** There shall be no operation of motorcycles, all-terrain vehicles, snowmobiles, or any other type of motorized vehicle, except that the Grantor shall permit the operation of vehicles by the Teton County Grantee in a manner and to an extent satisfactory to the Grantor for the initial construction and periodic maintenance and repairs of the Pathway, including plowing, grooming, sweeping, and inspection, and for emergency vehicles as necessary.
- b) **Preservation of Habitat.** There shall be no removal, destruction, cutting, or alteration of any vegetation, whether dead or alive, nor any disturbance or change in the natural habitat in any manner beyond that necessary for construction, maintenance and/or repairs of the Pathway for public passage and prevention of trail deterioration or erosion.
- c) **Use of Chemicals.** There shall be only such spraying or application of biocides as are necessary to control noxious weeds or plants interfering with the use of the easement.
- d) **Hunting Prohibited.** There shall be no hunting, discharging of firearms, killing, trapping, or harassing of wildlife in any manner on or from the Easement Land.
- e) **No Improvements Other than Pathway.** Except for the Wildlife Fence in Section 1 above, there shall be no improvements placed within the Easement Land other than the Pathway without the express prior written consent of the Grantor. Such prohibited improvements include without limitations any structures or billboards but shall not include signs, interpretative or exercise stations, fences or wildlife fences, or benches.
- f) **Impact of Construction and Maintenance Activity upon Lands of Grantor.** All construction, replacement and maintenance of the Pathway shall be done in a good and workmanlike manner as quickly and efficiently as reasonably possible to minimize the impact of such activities upon the surrounding lands of the Grantor.
- g) **Restoration.** Upon completion of the initial construction and any subsequent maintenance and repair of the Pathway, Teton County Grantee shall return the surrounding lands of Grantor to the condition in which they were found at the commencement of such activities to the extent reasonably possible. In the event vegetation was removed or destroyed, such vegetation shall be replaced, replanted and restored.

- h) **No Camping or Fires.** Camping and fires shall be prohibited within the Easement Land. Teton County Grantee shall take such measures as are reasonably necessary to inform the public that camping and fires are prohibited, and to enforce this restriction within the Easement Land and any affected surrounding lands of Grantor.

3. Termination of Pathway Rights if Not Constructed. The parties understand that, by acceptance of this easement and entering into this Agreement, Teton County Grantee is not obligated to construct any Pathway immediately, but must do so within twenty (20) years of the date hereof or this right to build the Pathway within the Easement Land shall be deemed to be abandoned and shall terminate. Grantor hereby authorizes Teton County Grantee to enter upon the property for purposes of clearing, grading, and constructing such trail improvements, including paving, culverts, bridges, etc., as may be necessary to utilize the easement granted. However, there shall be no construction or placement of billboards or any other structures (except signs, interpretative or exercise stations, fences or wildlife fences, or benches) in addition to the trail improvements without the express consent of the Grantor.

4. Termination upon Condemnation or Eminent Domain. In the event that the property or any part thereof shall ever be condemned or taken by eminent domain, or as a result of an inverse condemnation action, then the easement shall terminate automatically as to the portion of the property so taken, and in such event the Grantor, or its successors or assigns, shall be as fully compensated as though this easement had never been granted.

5. Indemnification of Grantor by Teton County Grantee for Pathway. Teton County Grantee shall save, defend, indemnify and hold harmless the Grantor and all of its directors, affiliate companies, officers, employees, tenants, invitees, licensees, successors, assigns, or any other person or party claiming under it against any losses, damages, suits, claims, costs, judgments, and expenses, including attorneys' fees which any of them may directly or indirectly suffer, sustain, be liable for, or subject to, arising out of or connected with the exercise of rights and activities pursuant to this Pathway easement, unless caused by the willful and malicious failure of Grantor to warn Grantee Teton County of a known (to Grantor's actual knowledge) dangerous condition, use, structure or activity pertaining to the Easement Land. This provision expressly does not apply to the Grantee Transportation Commission, which shall in no event be subject to this provision of the Agreement.

6. Other Grounds for Termination of Pathway Rights. Grantor may terminate Teton County Grantee's rights associated with the Pathway in this easement upon the occurrence of any of the following events, after Grantor has given written notice of any of the following events and Teton County Grantee has failed to cure the default within 30 days after written notice or fails to diligently complete the cure as soon as reasonably possible:

- a) The Teton County Grantee no longer enjoys governmental immunity as set forth in Wyoming Statutes §1-39-101 *et. seq.*, or any amendments or replacements thereto; or
- b) The Pathway is abandoned by Teton County Grantee by failure to maintain the Pathway in a neat, orderly and safe manner for a period of one (1) year, or by failure to keep the Pathway open for passage by the general public (with the exception of reasonable periods of closure for regular maintenance or the replacement of the Pathway); or

- c) Any substantial violation of the Teton County Grantee's obligations or limitations as set forth herein; or
- d) The Grantor's reserved rights set forth as defined herein are impaired or restricted.

7. Rights Reserved to Grantor. Notwithstanding any of the foregoing covenants to the contrary, the Grantor specifically reserves for itself, its directors, affiliate companies, officers, employees, tenants, invitees, licensees, successors, assigns, and any other person or party claiming under it the following reserved rights:

- a) The right to enter, pass, and repass the Easement Land at any time, including the superior right to use any prior easement affecting the Easement Land described herein.
- b) All rights as owner of the Easement Land, including the right to use the property for all purposes not inconsistent with this indenture.
- c) The right, in a reasonable manner and at reasonable times, to enforce, by proceedings at law or in equity, the terms and conditions of this indenture. Nothing herein shall be construed to entitle the Teton County Grantee to institute any enforcement proceedings against the Grantor for any changes to the granted easement due to causes beyond the Grantor's control, such as changes caused by fire, storm, landslide, erosion, falling trees or branches, plant growth, water, or any other act of nature, or the unauthorized acts of third persons.

8. No Effect on Maximum Site Development. It is understood and agreed that this easement shall not affect or reduce the total acreage of the property for any regulatory purposes, such as permitted or required site areas, Floor Area Ratios (F.A.R.), open space ratios, building coverage, or site coverage.

9. No Obligations on Grantor. It is understood and agreed that this easement imposes no other obligations or restrictions upon the Grantor, its directors, affiliate companies, officers, employees, tenants, invitees, licensees, successors, assigns, or any other person or party claiming under it, and that neither the Grantor nor its directors, affiliate companies, officers, employees, tenants, invitees, licensees, successors, assigns, or any other person or party claiming under it shall be in any way restricted in their use of said lands for all purposes, present and future, not inconsistent with this grant.

10. Preexisting Interests. Nothing herein shall be deemed to affect any mortgage, lien, or other interest in the Easement Land as described herein which was in existence at the time of the execution of this instrument.

11. Recordation; Binding Effect. This Agreement shall be recorded in the land records of the County Clerk of Teton County, Wyoming, and shall run with the lands underlying the Easement Land and shall be binding upon and inure to the benefit of the Grantor and the Teton County Grantee, their successors and assigns.

12. No Public Dedication. Nothing herein shall be deemed to be a gift or dedication of all or any portion of the Easement Land for the general public. Any use of the Easement Land by the public shall be pursuant to the terms and conditions of this Agreement only or as otherwise may be allowed by the Grantor from time to time, in its discretion.

13. Attorneys' Fees. In the event of any suit or other proceeding regarding the interpretation or enforcement of the rights and obligations regarding the Pathway as between Grantor, its directors, affiliate companies, officers, employees, tenants, invitees, licensees, successors, assigns, or any other person or party claiming under it, and Teton County Grantee, the substantially prevailing party in such suit or other legal proceeding shall be entitled to recover its costs and expenses incurred, including, without limitation, reasonable attorneys' fees. This provision expressly does not apply to the Grantee Transportation Commission which shall in no event be subject to this provision of the Agreement.

C. General Provisions Applicable to Fence and Pathway Easement.

1. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming.
2. **Time.** Time is of the essence of this Agreement.
3. **Interpretation.** Any rule of interpretation construing any provision against the drafter of this Agreement shall not apply. The headings contained herein are for convenience only and shall not be used in the interpretation of this Agreement. As used in this Agreement, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.
4. **Entire Agreement.** This Agreement represents the entire agreement of the parties hereto and supersedes any prior agreements or negotiations of the parties, whether oral or written.
5. **Amendment.** The Agreement shall only be amended by the consent of the Grantor and Grantees, in writing duly executed and recorded in the land records of the County Clerk of Teton County, Wyoming.
6. **Severability.** If any provision of this Agreement is held invalid by a court or other tribunal of full and proper jurisdiction, then such provision shall be stricken here from, but the remainder of this Agreement shall continue in full force and effect.
7. **Counterparts.** This Agreement may be executed in any number of counterparts which when taken together shall constitute a whole and complete original of this Agreement.
8. **No Waiver.** The failure of any party to enforce the terms and conditions of this Agreement at any time shall not operate as a waiver of such party's ability to enforce any violation of the terms and conditions of this Agreement in the future.
9. **No Third Party Beneficiaries.** The parties do not intend to create in any other individual or entity the status of third party contract beneficiary, and this Agreement shall not be construed so as to create such status.

10. **Governmental Immunity.** Teton County Grantee reserves and does not waive its governmental immunity as to any issues or matters not governed by the express terms of this Agreement.
  
11. **Sovereign Immunity.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Grantee Transportation Commission expressly reserve sovereign immunity by entering into this Agreement and specifically retain all immunities and defenses available to them as sovereigns. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.
  
12. **Binding Effect.** This Agreement shall be binding on the parties hereto, their heirs, successors, and assigns.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date.

**SIGNATURES APPEAR ON FOLLOWING THREE (3) PAGES**



**GRANTOR:**

*Keith Ohnmeis*

By: \_\_\_\_\_  
Signature

STATE OF WYOMING    )  
  ) ss  
COUNTY OF TETON    )

The foregoing instrument was acknowledged before me by **Keith Ohnmeis**, on this \_\_\_\_ day of \_\_\_\_\_, 2023.

WITNESS my hand and official seal.

(Seal)

\_\_\_\_\_  
Notary Public

My commission expires:

**GRANTEE:**  
TETON COUNTY, WYOMING

By: \_\_\_\_\_  
Luther Propst, Chair  
Teton County Board of County Commissioners

(Seal)

ATTEST:

By: \_\_\_\_\_  
Maureen E. Murphy, Teton County Clerk

STATE OF WYOMING    )  
                                  ) ss  
COUNTY OF TETON    )

The foregoing instrument was acknowledged before me by **Luther Propst, Chair of the Board of County Commissioners** of Teton County, Wyoming, and **Maureen E. Murphy, Teton County Clerk** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

WITNESS my hand and official seal.

(Seal)

\_\_\_\_\_  
Notary Public  
My commission expires:

**GRANTEE:**

THE TRANSPORTATION COMMISSION OF WYOMING

In compliance with the conditions set forth in the foregoing easement, the **Transportation Commission of Wyoming**, certifies, and by the acceptance of this easement, accepts the right-of-way, on behalf of the **Wyoming Department of Transportation**, over certain land herein described and agrees for itself, its successors and assigns forever to abide by the conditions set forth therein.

Dated this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST

THE TRANSPORTATION COMMISSION  
OF WYOMING

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Title: \_\_\_\_\_  
Transportation Commission of Wyoming

Title: \_\_\_\_\_  
Wyoming Department of Transportation

STATE OF WYOMING )  
 )  
COUNTY OF LARAMIE )

The foregoing instrument was acknowledged before me by \_\_\_\_\_ as \_\_\_\_\_ of the Transportation Commission of Wyoming and \_\_\_\_\_ as \_\_\_\_\_ of the Wyoming Department of Transportation on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

-----  
WYOMING ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM:

\_\_\_\_\_  
Date

\_\_\_\_\_  
for the Wyoming Attorney General

**EXHIBIT A**  
**LEGAL DESCRIPTION**  
**OF**  
**PATHWAY/FENCE EASEMENT**  
**OVER OHNMEIS PROPERTY**

A STRIP OF LAND TWENTY FEET (20') IN WIDTH, located within the Keith B. Ohnmeis property as described in that warranty deed recorded as document no. 0545688 in the office of the Clerk of Teton County, Wyoming, located within Government Lot 4, Section 23, Township 41 North, Range 117 West, 6<sup>th</sup> PM., Teton County, Wyoming, said strip being more particularly described as follows:

The north twenty feet (20') of said Keith B. Ohnmeis property, with the north sideline being coincident with the north line of said Ohnmeis property and the south boundary of the Highway 22 Right of Way easement with the south sideline being parallel to and offset twenty feet (20') south of said North sideline, which is described as follows:

**BEGINNING** at the northwest corner of said Ohnmeis property, being a point on the South right-of-way line of Highway 22;

thence S89°56'44"E 199.97 feet, along the north line of said Ohnmeis property and said south right-of-way line to the northeast corner of said Ohnmeis property, being the point of termination.

Said **STRIP** contains 0.09 acres, more or less.

The south sideline of said strip shall extend east and west to meet the East and West property lines of said Ohnmeis property.

As shown on Exhibit A-Map, Page 2 hereof.

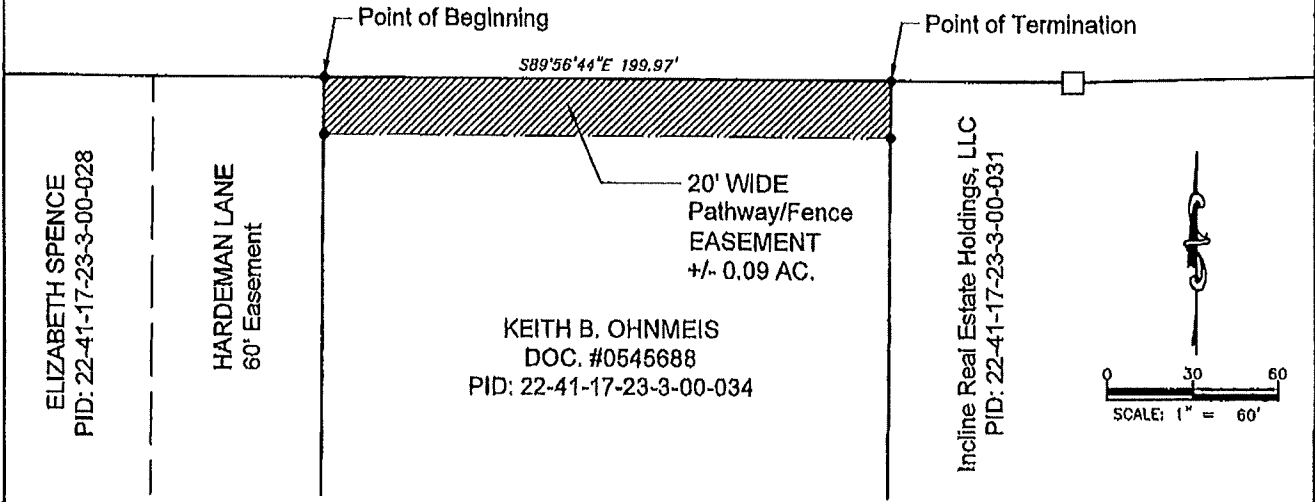
JORGENSEN ASSOCIATES, INC.

Prepared July 7, 2022

P:\2018\18071 - Wilson to Snake River Pathway\60-Survey\Docs\Legal Descriptions\CURRENT VERSIONS\18071\_2022-07-07\_Ohnmeis Pathway Esmt\_Legal Desc.docx

Exhibit A  
 Map of Pathway/Fence Easement  
 Over Ohnmeis Property

HIGHWAY 22 RIGHT OF WAY  
 Map T-481B P07



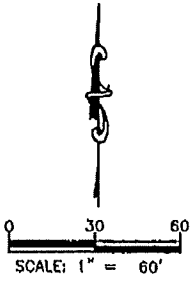
KEITH B. OHNMEIS  
 DOC. #0545688  
 PID: 22-41-17-23-3-00-034

ELIZABETH SPENCE  
 PID: 22-41-17-23-3-00-028

HARDEEMAN LANE  
 60' Easement

20' WIDE  
 Pathway/Fence  
 EASEMENT  
 +/- 0.09 AC.

Incline Real Estate Holdings, LLC  
 PID: 22-41-17-23-3-00-031



**LEGEND**

- RIGHT OF WAY MONUMENT, FOUND
- CALCULATED POSITION, NO MONUMENT FOUND OR SET
- PROPERTY BOUNDARY
- - - - - BOUNDARY, PERMANENT EASEMENT
- /////// AREA, PERMANENT EASEMENT

P:201818071 - Wilson to Stratte River Pathway60-Survey\CAD\18071\_Proposed Esmts - Ohnmeis.dwg



LOCATED WITHIN  
 Lot 4, Section 23  
 T.41N., R.117W., 6th P.M.  
 Teton County, Wyoming