



Board of County Commissioners - Staff Report

Meeting Date: March 21, 2023

Presenter: Heather Overholser

Submitting Dept: Public Works

Subject: Consideration of Easements for Wilson to Stilson Pathway – Jackson Hole Mountain Resort

Statement / Purpose: To consider a Temporary Construction Easement and Permanent Pathway Easement from the Jackson Hole Mountain Resort for the Wilson to Stilson Pathway.

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 upcoming 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 the construction of a pathway and underpass below WY-22, which will link Wilson to the planned Stilson Transit Center. To construct this project 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, a Permanent Pathway Easement, and/or Permanent Wildlife Fence Easements. The easements under consideration include a temporary construction easement and a permanent pathway easement from the Jackson Hole Mountain Resort.

Due to federal funding awarded to support the project, Teton County is required to implement the regulations within the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601 et seq.) (Uniform Act). The Uniform Act requires compensation for property and/or property rights based on fair market value as determined by a certified appraisal.

Stakeholder Analysis & Involvement: The landowner, Jackson Hole Mountain Resort, was engaged by the BUILD project team, regarding a temporary construction easement and a permanent pathway easement for the Wilson to Stilson Pathway.

Fiscal Impact: No fiscal impact. Jackson Hole Mountain Resort was offered just compensation as federally-required; however, they declined and are donating the easements.

Staff Impact: None

Legal Review: Moore

Staff Input / Recommendation: Staff recommends approval of the temporary construction easement and the permanent pathway easement with the Jackson Hole Mountain Resort for the construction of the Wilson to Stilson Pathway.

Attachments: Temporary Construction Easement Agreement including Exhibit A-1 (Legal Description of Easement Area & Sketch), Exhibit A-2 (Legal Description of Easement Area & Sketch). Permanent Pathway Easement Agreement including Exhibit A (Legal Description of Easement Area & Sketch).

Suggested Motion: I move to approve the temporary construction easement and the permanent pathway easement with the Jackson Hole Mountain Resort for the construction of the Wilson to Stilson Pathway.

TEMPORARY CONSTRUCTION EASEMENT

This TEMPORARY CONSTRUCTION EASEMENT (hereinafter referred to as "Easement" or "Agreement") is made and entered into by and between Jackson Hole Mountain Resort Corporation, a Wyoming corporation, the address of which is P.O. Box 290, Teton Village, Wyoming 83025, its successors and assigns (hereafter referred to as "Grantor") and Teton County, a duly organized county of the State of Wyoming, the address of which is P.O. Box 1727, Jackson, Wyoming 83001 (hereinafter referred to as "Grantee").

RECITALS

WHEREAS, Grantor owns and desires to declare and establish in, under, over and across that certain real property in Teton County, Wyoming that is more particularly described and shown on Exhibit "A-1 and Exhibit A-2" (the "Burdened Properties"), attached hereto and incorporated herein, an express, non-exclusive temporary construction easement in gross to and for the benefit of Grantee, according to the terms and conditions set forth herein.

AGREEMENTS

NOW, THEREFORE, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, in hand paid, receipt and sufficiency of which is hereby acknowledged and confessed, Grantor and Grantee do hereby agree as follows:

1. **Grant of Non-Exclusive Easement.** Grantor hereby declares and establishes for the benefit of Grantee and Grantee's employees, agents, contractors and licensees, a non-exclusive construction easement in gross in, under, over and across the Burdened Properties (the "Easement") for the purposes of grading, constructing, replacing, installing, inspecting, repairing, altering, substituting or other related construction activities related to the installation of the Wilson to Stilson Pathway on the Burdened Properties.

2. **Improvement and Maintenance.** The construction of the Wilson to Stilson Pathway shall be completed by Grantee at Grantee's sole cost and expense. Grantee shall be responsible for fencing the area of construction to prevent access to the construction area. The Grantee shall replace, in kind, all landscaping, grasses and other items required to be removed to facilitate construction activities. The Grantee shall be required to review and accept all repairs and/or replacements of any items removed, damaged or destroyed due to construction activities.

3. **Reservation.** Grantor reserves unto itself, its guests, invitees, legal representatives, heirs, successors and assigns, the right to use the surface and subsurface of the Easement, provided such use does not unreasonably impair, interfere with or obstruct the use of the Easement by Grantee. Grantor further reserves unto itself, its heirs, successors and assigns, the right to grant additional easements in, under, over and across the Burdened Properties for any purpose as Grantor deems necessary in Grantor's sole discretion.

4. **No Merger.** This Agreement and the Easement and rights declared and established herein are intended to remain separate from the Grantor's fee simple interest in the Burdened Properties and shall not merge therewith.

5. **Construction.** Any recitals in this Agreement are represented by the parties to be accurate and constitute a part of the substantive agreement. This Agreement shall be construed in accordance with the laws of the State of Wyoming. Venue is in Teton County, Wyoming.

6. **Enforcement.** If any party hereto fails to perform any of its obligations under this Agreement or if a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, all court costs and all reasonable attorneys' fees (including the costs of in-house counsel) regardless of whether litigation is commenced.

7. **Term.** The easements, covenants, conditions and restrictions contained in this Agreement shall be effective for two (2) years commencing on the date the pathway construction contemplated herein commences upon the Burdened Property and upon final completion and acceptance of the pathway improvements by the Grantee a written notice of such with an express release of this Easement shall be recorded in the land records of the Office of the Clerk of Teton County, Wyoming by the Grantee.

8. **No Assumption of Liability.** Grantor, by granting, declaring and establishing the Easement, does not assume any responsibilities or liabilities with respect thereto, nor shall Grantor at any time incur any liability for failure to comply with any law, ordinance, regulation or order with respect to this Agreement and the Easement contained herein.

9. **Easement In Gross.** The Easement granted herein is an easement "in gross" and is personal to Grantee and Grantee's employees, agents, contractors and licensees, for their sole and exclusive use, and shall not be construed in any manner to create or grant any rights to the public generally, to any other person or entity, or to the owner of any property to use or enter upon the Burdened Properties. Grantee shall not have the right to lease or otherwise permit the use of the Burdened Properties by any other person or entity other than to Grantee's employees, agents, contractors and licensees, nor shall Grantee assign any of the rights, privileges, duties or obligations of Grantee hereunder except as provided for herein, without the prior written consent of Grantor.

10. **Warranties.** Grantor makes no representations or warranties, express or implied, in connection with the Easement, whether of title, fitness of use, condition, purpose, or of any other nature. Notwithstanding the foregoing, Grantor represents and warrants that Grantor has the authority to grant the Easement contained herein.

11. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

GRANTEE:

TETON COUNTY, WYOMING
BOARD OF COUNTY COMMISSIONERS OF TETON COUNTY, WYOMING

By: _____
Luther Propst, Chairman

(Seal)

ATTEST:

By: _____
Maureen E. Murphy, Teton County Clerk

STATE OF WYOMING)
) ss
COUNTY OF TETON)

The foregoing Temporary Construction Easement was acknowledged before me by
Luther Propst, Chair of 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:

EXHIBIT A-1
LEGAL DESCRIPTION
OF STILSON PATHWAY
TEMPORARY CONSTRUCTION EASEMENT
(EAST)

TWO STRIPS OF LAND lying within Lot 1, Stilson Park Subdivision, a subdivision of record as Plat 911 in the Office of County Clerk for Teton County, Wyoming, said strips lying within Gov't Lot 3 and appurtenant riparian lands of Section 23, T.41N., R.117W., 6th P.M., Teton County, Wyoming" and being more particularly described as follows:

STRIP 1

A strip of land between and being bound by sidelines being offset ten feet (10.00') and thirteen and a half feet (13.5') right (or south) of the centerline described below.

STRIP 2

A strip of land between and being bound by sidelines being offset ten feet (10.00') and fifteen feet (15') left (or north) of the centerline described below.

Excepting from Strip 2:

Those portions of the above-described Strip 2 lying withing the following two areas:

Exception Area 1

A tract of land being more particularly described as follows:

COMMENCING at the Point of Terminus of the centerline described below, which lies N79°58'02"W, 1397.22 feet from said Center Quarter Corner of Section 23; thence N54°02'30"W, 10.02 feet along said southerly boundary of "Part 6" of the pedestrian and equestrian trail easement depicted on Map T-146J, to the northwesterly sideline of said Part A, being the POINT OF BEGINNING;

thence continuing N54°02'30"W, 24.44 feet along said southerly boundary of "Part 6" to a point of intersection with the easterly boundary of Lot 3, Stilson Park Subdivision;

thence S15°16'18"W, 58.13 feet to a point of intersection with the southeasterly sideline of Strip 2 described herein;

thence N40°03'52"E, 54.52 feet along said southeasterly sideline of Strip 2 to the POINT OF BEGINNING.

Exception Area 2

A TWENTY FOOT (20') WIDE STRIP OF LAND, the centerline of which is more particularly described as follows:

BEGINNING at the "Point A" of the centerline description contained herein, which lies S53°18'18"E 1165.12 feet from the Center Quarter Corner of said Section 23;

thence N45°14'56"W 38.91 feet to the southeasterly boundary of Lot 3, Stilson Park Subdivision, being coincident with the southeasterly right-of-way of "Beckley Park Way".

Centerline description:

BEGINNING at a point which bears S45°25'25"E, 1137.90 feet from the Center Quarter Corner of said Section 23;

thence N43°25'06"E 44.98 feet to the point of curvature of a curve concave southeasterly having a radius of 100.00 feet and a chord bearing N56°40'34"E, 45.87 feet;

thence northeasterly on said curve through a central angle of 26°30'55" an arc distance of 46.28 feet to a point of reverse curvature of a curve concave northwesterly having a radius of 100.00 feet and a chord bearing N54°33'11"E, 53.05 feet;

thence northeasterly on said curve through a central angle of 30°45'42" an arc distance of 53.69 feet to a point of tangency;

thence N39°10'20"E 17.78 feet to "Point A", being the centerline and Point of Beginning of a 20.00' wide connecting spur hereinafter referred to as "Strip 2";

thence continuing on "Strip 1", N39°10'20"E, 88.05 feet to the point of curvature of a curve concave southeasterly having a radius of 100.00 feet and a chord bearing N50°03'14"E, 37.76 feet;

thence northeasterly on said curve through a central angle of 21°45'49" an arc distance of 37.99 feet to the point of reverse curvature of a curve concave northwesterly having a radius of 200.00 feet and a chord bearing N47°25'33"E, 93.45;

thence northeasterly on said curve through a central angle of 27°01'12" an arc distance of 94.32 feet to the point of reverse curvature of a curve concave southeasterly having a radius of 200.00 feet and a chord bearing N37°00'32"E, 21.58 feet;

thence northeasterly on said curve through a central angle of 06°11'11" an arc distance of 21.59 feet to a point of tangency;

thence N40°06'07"E 49.80 feet to the point of curvature of a curve concave southeasterly having a radius of 100.00 feet and a chord bearing N49°45'21"E, 33.54 feet;

thence northeasterly on said curve through a central angle of 19°18'27" an arc distance of 33.70 feet to a point of reverse curvature of a curve concave northeasterly having a radius of 100.00 feet and a chord bearing N50°24'47"E, 31.27 feet;

thence northeasterly on said curve through a central angle of 17°59'35" an arc distance of 31.40 feet to a point of tangency;

thence N41°25'00"E 129.91 feet to the point of curvature of a curve concave southeasterly having a radius of 200.00 feet and a chord bearing N50°12'19"E, 61.12 feet;

thence northeasterly on said curve through a central angle of 17°34'40" an arc distance of 61.36 feet to a point of reverse curvature of a curve concave northwesterly having a radius of 100.00 feet and a chord bearing N49°31'45"E, 32.89 feet;

EXHIBIT A-1

LEGAL DESCRIPTION OF STILSON PATHWAY TEMPORARY CONSTRUCTION EASEMENT - EAST

thence northeasterly on said curve through a central angle of $18^{\circ}55'48''$ an arc distance of 33.04 feet to a point of tangency;

thence $N40^{\circ}03'52''E$ 55.24 feet to a point of intersection with the southerly boundary of "Part 6" of the pedestrian & equestrian trail easement as depicted on that Map of Survey of record as Map T-146J in said Office, being the POINT OF TERMINUS of "Strip 1-Part A" and which point lies $N54^{\circ}02'30''W$, 76.86 feet from the southeast corner of said "Part 6", and lies $N79^{\circ}58'02''W$, 1397.22 feet from said Center Quarter Corner of Section 23.

The two strips combined encompass an area of approximately 6,790 square feet, more or less.

The Basis of Bearing for this description is $S00^{\circ}26'07''W$, on the north-south center-section line of said Section 23, between monuments found at the Center Quarter Corner and the northerly boundary of said Wyoming State Highway 22.

The above-described strips are in accordance with that Illustrative "Map To Accompany Legal Description of Stilson Pathway Temporary Construction Easement" attached hereto as Page 2 and by this reference made a part hereof.

JORGENSEN ASSOCIATES, INC.

Prepared January 18, 2023

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LEGEND

- calculated point
- subject easement
- pathway easement
- subject easement centerline
- easement, as noted
- boundary tie
- property boundary

TO C 1/4 COR.
SECTION 23

N79°58'02"W 1397.22'

"PART 6"
T-146J

WYOMING STATE
SECONDARY HWY
NO. 390

BECKLEY PARK WAY

N40°03'52"E
55.24'
L=33.04'
R=100.00'
Δ=18°55'48"
CB=N49°31'45"E
CL=32.89'

L=61.36' R=200.00'
Δ=17°34'40"
CB=N50°12'19"E
CL=61.12'

LOT 1
PLAT 911
JACKSON HOLE
MOUNTAIN RESORT

L=33.70' R=100.00'
Δ=19°18'27"
CB=N49°45'21"E
CL=33.54'

N40°06'07"E
49.80'

L=21.59' R=200.00'
Δ=6°11'11"
CB=N37°00'32"E
CL=21.58'

L=94.32' R=200.00'
Δ=27°01'12"
CB=N47°25'33"E
CL=93.45'

L=37.98' R=100.00'
Δ=21°45'49"
CB=N50°03'14"E
CL=37.76'

N39°10'20"E
88.05'

"POINT A"
N39°10'20"E
17.78'

L=53.69' R=100.00'
Δ=30°45'42"
CB=N54°33'11"E
CL=53.05'

L=46.28' R=100.00'
Δ=26°30'55"
CB=N56°40'34"E
CL=45.87'

N43°25'06"E
44.98'

TEMPORARY
CONSTRUCTION EASEMENT
AREA: +/- 0.16 ACRES

60' WIDE BECKLEY PARK WAY
ACCESS AND UTILITY EASEMENT

LOT 3
PLAT 911
JACKSON HOLE
MOUNTAIN RESORT

STRIP 2

STRIP 1

LOT 2
PLAT 911
TETON COUNTY

TO C 1/4 COR.
SECTION 23

S45°25'25"E 1137.90'

POINT OF
BEGINNING

PERMANENT
PATHWAY
EASEMENT

WYOMING STATE HWY NO. 22

EXHIBIT A-1
MAP TO ACCOMPANY
LEGAL DESCRIPTION OF
STILSON PATHWAY
TEMPORARY
CONSTRUCTION EASEMENT
(EAST)

PAGE 4 OF 4
LOCATED WITHIN
SECTION 23

T41N, R117W, 6TH PM
TETON COUNTY, WYOMING

PROJECT NUMBER: 18071

0 50 100'
SCALE: 1" = 100'



JORGENSEN

JACKSON, WYOMING 307.733.5150
www.jorgensen.com

PREPARED BY: KB

MAP PREPARED: 01/18/2023

EXHIBIT A-2
LEGAL DESCRIPTION
OF STILSON PATHWAY
TEMPORARY CONSTRUCTION EASEMENT - WEST

TWO, FIVE-FOOT WIDE STRIPS OF LAND lying within Lot 1, Stilson Park Subdivision, a subdivision of record as Plat 911 in the Office of County Clerk for Teton County, Wyoming, said strips lying within Gov't Lot 3 and appurtenant riparian lands of Section 23, T.41N., R.117W., 6th P.M., Teton County, Wyoming”;

Each strip is bound by sidelines being offset ten feet (10.00') and fifteen feet (15.00') right and left of the centerline described as follows:

BEGINNING at a point on the northerly right-of-way boundary of Wyoming State Highway 22, which bears S40°15'07"E 1273.81 feet from the Center Quarter Corner of said Section 23;

thence departing said northerly right-of-way and proceeding N05°25'01"W, 7.65 feet to the point of curvature of a curve concave southwesterly having a radius of 200.00 feet and a chord bearing N12°04'33"W, 46.38 feet;

thence northerly on said curve through a central angle of 13°19'04", an arc distance of 46.49 feet to a point of tangency;

thence N18°44'05"W, 71.34 feet to the point of curvature of a curve concave easterly having a radius of 40.00 feet and a chord bearing N12°20'30"E, 41.29 feet;

thence northerly on said curve through a central angle of 62°09'12" an arc distance of 43.39 feet to a point of tangency;

thence N43°25'06"E 17.43 feet to a point of intersection with the southwesterly line of a Temporary Construction Easement for the Stilson Transit Center project, being the Point of Terminus, which bears S45°25'25"E, 1137.90 feet from said Center Quarter Corner of Section 23.

The sidelines of the above-described strips are to begin on said northerly right-of-way of Wyoming State Highway 22, and end on said southwesterly line of the temporary construction easement.

The two strips combined encompass an area of approximately 1,860 square feet, more or less.

The Basis of Bearing for this description is S00°26'07"W, on the north-south center-section line of said Section 23, between monuments found at the Center Quarter Corner and the northerly boundary of said Wyoming State Highway 22.

The above-described strips are in accordance with that Illustrative "Map To Accompany Legal Description of Stilson Pathway Temporary Construction Easement" attached hereto as Page 2 and by this reference made a part hereof.

JORGENSEN ASSOCIATES, INC.





Prepared October 20, 2022

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EXHIBIT A-2
LEGAL DESCRIPTION OF STILSON PATHWAY TEMPORARY CONSTRUCTION EASEMENT - WEST

OWNERSHIP TABLE	
LAND OWNER	AREA ENCUMBERED BY THIS EASEMENT
JACKSON HOLE MOUNTAIN RESORT	1,860 SF

LEGEND

X	calculated point
	subject easement
	subject easement centerline
	boundary tie
	property boundary

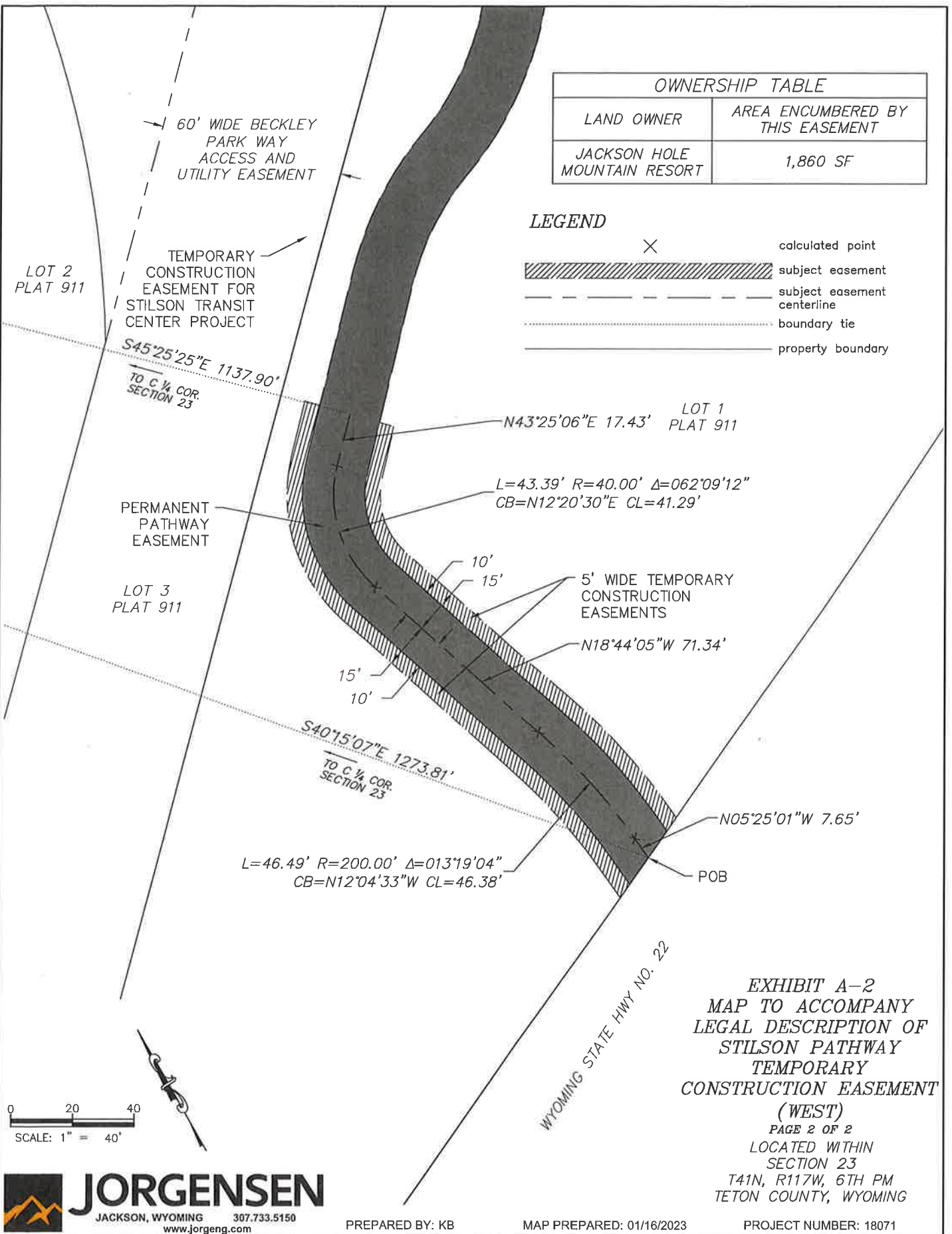


EXHIBIT A-2
 MAP TO ACCOMPANY
 LEGAL DESCRIPTION OF
 STILSON PATHWAY
 TEMPORARY
 CONSTRUCTION EASEMENT
 (WEST)

PAGE 2 OF 2
 LOCATED WITHIN
 SECTION 23
 T41N, R117W, 6TH PM
 TETON COUNTY, WYOMING

PATHWAY ACCESS EASEMENT AND AGREEMENT

This Pathway Access Easement and Agreement (this "Agreement") is made 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 Jackson Hole Mountain Resort Corporation, the address of which is P.O. Box 290, Teton Village, Wyoming 83025, its successors and assigns ("Grantor") and Teton County, a duly organized county of the State of Wyoming, the address of which is P.O. Box 1727, Jackson, Wyoming 83001 ("Grantee") (the Grantor and the Grantee may be referred to herein collectively as the "Parties" or individually as a "Party").

RECITALS:

A. WHEREAS, the Grantor is the owner in fee simple of that certain real estate situated in Teton County, Wyoming, more particularly described and shown in Exhibit "A" attached hereto, over which the Grantee wishes to obtain 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

B. WHEREAS, pursuant to the provisions of W.S. §18-2-101(a)(2), the Grantee is a governmental body whose powers include the authority to receive easements in land for the public that has joined in the creation and funding of the Jackson Hole Community Pathways Program; and

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by this reference, and in consideration and exchange of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Easement Grant. Grantor hereby grants to Grantee a non-exclusive easement (the "Easement") over and across that real property of Grantor described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Easement Land"), for the purpose of permitting the Grantee to construct and maintain a Pathway for non-motorized bicycle (including any "electric bicycle" as defined under Wyoming law), pedestrian, equestrian, and ski passage and repassage by the public on and along a pathway easement as described and shown in Exhibit "B," attached hereto, under the following terms and conditions:

2. Maintenance. The 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 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 ensure the Pathway at all times may be safely used by the public as intended by this Agreement.

3. Limitations and Obligations Regarding Use of 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 (i) Grantee may operate and permit the operation of vehicles by 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; (ii) emergency vehicles may access and use the Pathway as necessary; and (iii) "electric bicycles" as defined under Wyoming law may be utilized on the Pathway.

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.
- e) No Improvements Other than Pathway. There shall be no improvements placed within the Easement Land by the Grantee 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, the 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. 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.

4. Termination if Not Constructed. The parties understand that, by acceptance of this Easement and entering into this Agreement, Grantee is not obligated to construct any pathway immediately, but must do so within twenty (20) years of the date hereof or this Easement shall be deemed to be abandoned and shall terminate. Grantor hereby authorizes 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.

5. 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 herein granted 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.

6. Indemnification of Grantor. 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 exercises of this Easement, unless caused by the willful or malicious failure of Grantor to warn or guard against a known dangerous conditions, uses, structure or activity.

7. Other Grounds for Termination. Grantor may terminate this Easement upon the occurrence of any of the following events, after Grantor has given Grantee written notice of any of the following events and 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) 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 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 Grantee's obligations or limitations as set forth herein; or
- d) The Grantor's reserved rights as defined in this Agreement are impaired or restricted.

8. 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 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.

9. No Effect on Maximum Site Development. 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 (F.A.R.), open space ratios, building coverage, or site coverage.

10. No Obligations on Grantor. It is understood and agreed that this indenture 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.

11. 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.

12. 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 Grantee, their successors and assigns.

13. 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.

14. Miscellaneous.

- a) Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming. Venue for any dispute concerning this Agreement shall be the 9th District Court in Teton County, Wyoming, and each of the parties hereto consents to the jurisdiction of such court in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world.
- b) Time. Time is of the essence of this Agreement.
- c) 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.
- d) 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.
- e) Attorneys' Fees. In the event of any suit or other proceeding for the interpretation or enforcement of this Agreement, 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.
- f) Amendment. The Agreement shall only be amended by the consent of the Grantor and the Grantee in writing duly executed and recorded in the land records of the County Clerk of Teton County, Wyoming.
- g) 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.
- h) 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.
- i) No Waiver. The failure of either of the Parties 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.
- j) 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.
- k) Governmental Immunity. The Grantee reserves and does not waive its governmental immunity as to any issues or matters not governed by the express terms of this Agreement.

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

GRANTOR:

Jackson Hole Mountain Resort Corporation
a Wyoming corporation

By: Mary Kate Buckley
Name: Mary Kate Buckley
Title: President

STATE OF WYOMING)
) ss
COUNTY OF TETON)

The foregoing Pathway Access Easement and Agreement was acknowledged before me by Mary Kate Buckley, this 13 day of March, 2023.

WITNESS my hand and official seal.



Camille Kenny
Notary Public

My commission expires: September 22nd, 2028

GRANTEE:

TETON COUNTY, WYOMING
TETON COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Luther Propst, Chairman

ATTEST:

By: _____
Maureen E. Murphy, Teton County Clerk

STATE OF WYOMING)
) ss
COUNTY OF TETON)

The foregoing Pathway Access Easement and Agreement was acknowledged before me by Luther Propst, Chair of the Board of County Commissioners of Teton County, Wyoming, and Maureen E. Murphey, Teton County Clerk, this _____ day of _____, 2023.

WITNESS my hand and official seal.

(Seal)

Notary Public

My commission expires:

EXHIBIT A
LEGAL DESCRIPTION
OF PATHWAY ACCESS EASEMENT
OVER JHMR PROPERTY

TWO STRIPS OF LAND lying within Lot 1, Stilson Park Subdivision, a subdivision of record as Plat 911 in the Office of County Clerk for Teton County, Wyoming, said strips lying within Gov't Lot 3 and appurtenant riparian lands of Section 23, T.41N., R.117W., 6th P.M., Teton County, Wyoming", the centerline of said strips being more particularly described as follows:

STRIP 1

PART A

A TWENTY FOOT (20') WIDE STRIP OF LAND, the centerline of which is more particularly described as follows:

BEGINNING at a point on the northerly right-of-way boundary of Wyoming State Highway 22, which bears S40°15'07"E 1273.81 feet from the Center Quarter Corner of said Section 23;

thence departing said northerly right-of-way and proceeding N05°25'01"W, 7.65 feet to the point of curvature of a curve concave southwesterly having a radius of 200.00 feet and a chord bearing N12°04'33"W, 46.38 feet;

thence northerly on said curve through a central angle of 13°19'04", an arc distance of 46.49 feet to a point of tangency;

thence N18°44'05"W. 71.34 feet to the point of curvature of a curve concave easterly having a radius of 40.00 feet and a chord bearing N12°20'30"E, 41.29 feet;

thence northerly on said curve through a central angle of 62°09'12" an arc distance of 43.39 feet to a point of tangency;

thence N43°25'06"E 62.41 feet to the point of curvature of a curve concave southeasterly having a radius of 100.00 feet and a chord bearing N56°40'34"E, 45.87 feet;

thence northeasterly on said curve through a central angle of 26°30'55" an arc distance of 46.28 feet to a point of reverse curvature of a curve concave northwesterly having a radius of 100.00 feet and a chord bearing N54°33'11"E, 53.05 feet;

thence northeasterly on said curve through a central angle of 30°45'42" an arc distance of 53.69 feet to a point of tangency;

thence N39°10'20"E 17.78 feet to "Point A", being the centerline and Point of Beginning of a 20.00' wide connecting spur hereinafter referred to as "Strip 2";

thence continuing on "Strip 1", N39°10'20"E, 88.05 feet to the point of curvature of a curve concave southeasterly having a radius of 100.00 feet and a chord bearing N50°03'14"E, 37.76 feet;

thence northeasterly on said curve through a central angle of 21°45'49" an arc distance of 37.99 feet to the point of reverse curvature of a curve concave northwesterly having a radius of 200.00 feet and a chord bearing N47°25'33"E, 93.45;

thence northeasterly on said curve through a central angle of 27°01'12" an arc distance of 94.32 feet to the point of reverse curvature of a curve concave southeasterly having a radius of 200.00 feet and a chord bearing N37°00'32"E, 21.58 feet;

thence northeasterly on said curve through a central angle of 06°11'11" an arc distance of 21.59 feet to a point of tangency;

thence N40°06'07"E 49.80 feet to the point of curvature of a curve concave southeasterly having a radius of 100.00 feet and a chord bearing N49°45'21"E, 33.54 feet;

thence northeasterly on said curve through a central angle of 19°18'27" an arc distance of 33.70 feet to a point of reverse curvature of a curve concave northeasterly having a radius of 100.00 feet and a chord bearing N50°24'47"E, 31.27 feet;

thence northeasterly on said curve through a central angle of 17°59'35" an arc distance of 31.40 feet to a point of tangency;

thence N41°25'00"E 129.91 feet to the point of curvature of a curve concave southeasterly having a radius of 200.00 feet and a chord bearing N50°12'19"E, 61.12 feet;

thence northeasterly on said curve through a central angle of 17°34'40" an arc distance of 61.36 feet to a point of reverse curvature of a curve concave northwesterly having a radius of 100.00 feet and a chord bearing N49°31'45"E, 32.89 feet;

thence northeasterly on said curve through a central angle of 18°55'48" an arc distance of 33.04 feet to a point of tangency;

thence N40°03'52"E 55.24 feet to a point of intersection with the southerly boundary of "Part 6" of the pedestrian & equestrian trail easement as depicted on that Map of Survey of record as Map T-146J in said Office, being the POINT OF TERMINUS of "Strip 1-Part A" and which point lies N54°02'30"W, 76.86 feet from the southeast corner of said "Part 6", and lies N79°58'02"W, 1397.22 feet from said Center Quarter Corner of Section 23.

The sidelines of the above-described strip are to begin on said northerly right-of-way of Wyoming State Highway 22, and end on said southerly boundary of "Part 6".

PART B

A tract of land being more particularly described as follows:

COMMENCING at the Point of Terminus of "Strip 1-Part A" as described above, which lies N79°58'02"W, 1397.22 feet from said Center Quarter Corner of Section 23;

thence N54°02'30"W, 10.02 feet along said southerly boundary of "Part 6" of the pedestrian and equestrian trail easement depicted on Map T-146J, to the northwesterly sideline of said Part A, being the **POINT OF BEGINNING**;

thence continuing N54°02'30"W, 24.44 feet along said southerly boundary of "Part 6" to a point of intersection with the easterly boundary of Lot 3, Stilson Park Subdivision;

thence S15°16'18"W, 58.13 feet to a point of intersection with said northwesterly sideline of Part A described above;

thence N40°03'52"E, 54.52 feet along said northwesterly sideline of Part A to the POINT OF BEGINNING.

Said "Strip 1" amounts to 985.43 linear feet and encompasses an area of approximately 0.46 acres, more or less.

STRIP 2

A TWENTY FOOT (20') WIDE STRIP OF LAND, the centerline of which is more particularly described as follows:

BEGINNING at the point described above as "Point A" which lies S53°18'18"E 1165.12 feet from the Center Quarter Corner of said Section 23;

thence N45°14'56"W 38.91 feet to the southeasterly boundary of Lot 3, Stilson Park Subdivision, being coincident with the southeasterly right-of-way of "Beckley Park Way".

The sidelines of the above-described Strip 2 are to begin at the centerline of Strip 1, described above, and end on said southwesterly boundary of "Beckley Park Way".

Said strip amounts to 38.91 linear feet and encompasses an area of approximately 0.02 acres, more or less.

The Basis of Bearing for both strip descriptions is S00°26'07"W, on the north-south center-section line of said Section 23, between monuments found at the Center Quarter Corner and the northerly boundary of said Wyoming State Highway 22.

The above-described strips are in accordance with that Illustrative "Map To Accompany Legal Description of Stilson Pathway Easement" attached hereto as Exhibit B and by this reference made a part hereof.








JORGENSEN ASSOCIATES, INC.

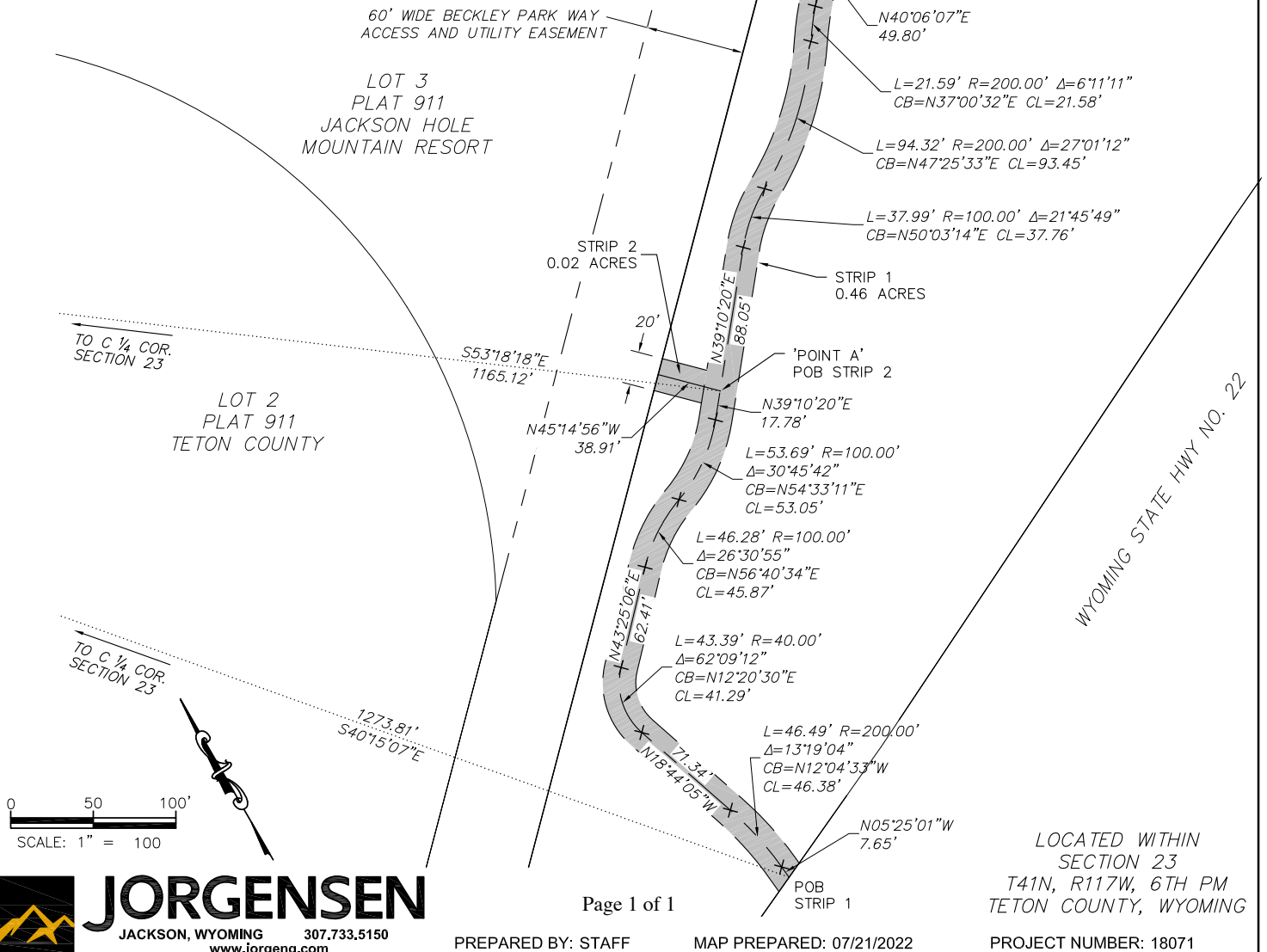
Prepared July 21, 2022

P:\2018\18071 - Wilson to Snake River Pathway\60-Survey\Docs\Legal Descriptions\18071_2022-07-21_Stilson Pathway Esmt_Legal Desc.docx

EXHIBIT B MAP OF PATHWAY ACCESS EASEMENT OVER JHMR PROPERTY

LEGEND

-  calculated point
-  subject easement
-  subject easement centerline
-  easement, as noted
-  easement, as noted
-  boundary tie
-  property boundary



Project: Teton Mobility Corridor Improvements
Component: Component 6: Wilson to Stilson
County: Teton
Parcel No.: 9

THIS IS TO CERTIFY THAT:

Dated this 13 day of MARCH, 2023.

By: Mary Kate Buckley
Mary Kate Buckley, its President

STATE OF WYOMING)
) SS
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Mary Kate Buckley, on this 13th day of March, 2023.

Camille Kenny
Notary Public
My Commission Expires:

September 22nd, 2028

