



TOWN OF JACKSON

TOWN COUNCIL

AGENDA DOCUMENTATION

PREPARATION DATE: August 13th, 2018

MEETING DATE: August 20th, 2018

SUBMITTING DEPARTMENT: Public Works

DEPARTMENT DIRECTOR: Johnny Ziem

PRESENTER: Johnny Ziem

SUBJECT: Temporary Roadway and Access Easements for Snow King Estates Water Project

STATEMENT/PURPOSE

For the Town Council to consider approving four (4) Temporary Roadway and Access Easements in order to provide alternative access for the residents of Snow King Estates.

BACKGROUND/ALTERNATIVES

Public Works has been working with four (4) property owners to obtain a Temporary Roadway and Access Easement in order to provide access for the residents of Snow King Estates who have been affected by the construction of the Town's new water main on Snow King Drive. Public Works began this project in May of 2018 and currently has completed Phase 1 which encompasses about a third of the roadway. Since the start of the project, residents of Snow King Estates have not had vehicular access to their properties during the times of active construction, which is Mon – Friday, 8 AM to 6 PM. Public Works staff is currently providing a shuttle service during the time of active construction to help alleviate the issue of residential access for the affected homeowners. During the construction of Phase 1 of this project, Public Works held two meetings with the residents of Snow King Estates and the general consensus with the homeowners was the shuttle service provided was not sufficient to meet their needs. Public Works then began investigating possible solutions to this particular issue and found that a temporary roadway access could be created with nearby landowners. The Town wishes to lay out a temporary roadway and access easement to allow for an alternative access point for the residents of Snow King Estates in order to provide consistent vehicular traffic during the active construction of this water main project.

Stakeholders

The four (4) property owners the Town has been working with for this temporary roadway access are: JMIR Snow King LLC (Snow King Hotel), Snow King Mountain Resort LLC, ABSK LLC, and the Robinson Rentals LLC. Staff also reached out to the seven Home Owner Associations (HOA's) existing within the Love Ridge Condo area since they will be impacted by this temporary roadway. Of the seven HOA associations, staff was able to attend two of their Board Meetings and made a short presentation on the easements, in terms of design, safety, impact, and also to answer any questions they may have. These meetings took place on July 18th and 19th, 2018 at the Snow King Hotel. During that time, no other HOA associations in the Love Ridge Condo area assembled for an HOA meeting. Therefore, staff worked with Doug Henderson who is the liaison to all HOA associations in the Love Ridge Condo area. Mr. Henderson was able to contact all HOA's and disseminate all pertinent information including maps and descriptions of these easements. Any comments made to Mr. Henderson was directly relayed to staff. During our meetings with the HOA's, it was suggested that staff work with the HOA stakeholders to address additional items of signage, pedestrian safety (crosswalks), speed, and cleanliness of the paved roadway (debris).

Staff would like to thank JMIR Snow King LLC, Snow King Mountain Resort LLC, ABSK LLC, Robinson Rentals LLC, and all pertinent HOA associations affected for working with the Town to obtain these easements. One value our community holds dear is the concept of neighbor helping neighbor. Staff feels each stakeholder placed an importance on helping out their neighbors during this water main project and it is greatly appreciated.

ATTACHMENTS

- Easement Route
- JMIR Easement
- Snow King Mt. LLC Easement
- ABSK Easement
- Robinson Rentals LLC Easement

FISCAL IMPACT

Fiscal impact for this project is broken down by each easement:

JMIR Snow King LLC Easement

The JMIR Easement will require only the minimum payment the Town pays for an easement in the sum of \$10.00.

Snow King Mt. Resort LLC, ABSK LLC Easement, and Robinson Rentals LLC Easement Roadway Improvements

The Snow King Mountain Resort LLC and ABSK LLC Easements have been designed so that all roadway improvements to the dirt roadway section constructed by the Town would be in lieu of payment for the use of each of these easements. In order to connect the temporary roadway easement to Snow King Estates, a portion of the Robinson Rentals LLC property needs to be constructed into a temporary roadway to make the access connection to Snow King Estates. There will be costs associated with improving the dirt roadway section within these easements to make the roadway safe and usable and for the construction of additional roadway surface to connect to Snow King Estates. All costs associated with the construction and improvements to the temporary roadway will be paid for out of the current FY19 Water Budget.

There will be additional staff time and costs associated with installing additional pedestrian safety features (repainting cross walks), installing temporary signage for speed control, and providing roadway sweeping services to prevent debris from collecting on the paved roadway within the Snow King Mt. Resort LLC easement. Snow King Mt. LLC has also requested the addition of a gate to prevent roadway users from entering the property above the easement. These items will also be paid for out of the current budget.

Robinson Rentals LLC Easement

The Robinson Rentals LLC Easement connects Snow King Estates to the property owned by Snow King Mt. Resort LLC. In consideration of use for this easement, the owner of the property has asked the Town to pay a monthly fee of \$2,150.00, pave the existing driveway and revegetate any existing damage to the site once the water line project is completed next year. Staff estimates that six months of this easement use would be needed at a total cost \$12,900.00. Below is a breakdown of costs provided by Westwood Curtis Construction (Contractor) to complete paving and revegetation on the Robinson Rental property, including the cost for the monthly use of this easement:

Description	Quantity	Unit	Unit Price	Amount
Asphalt Removal	1,100	SF	2.5	\$2,750.00
3/4" Crushed (rebuild driveway)	50	TON	37	\$1,850.00
Asphalt Pavement	45	TON	153	\$6,885.00
Site Restoration/Grading	0.5	LS	4,000	\$4,000.00
Revegetation	0.5	LS	1,500	\$1,500.00
Monthly Easement Cost	6	LS	12,900	\$12,900.00

Total:	\$29,885.00
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The costs associated with the above items for the Robinson Rentals LLC Easement have not been budgeted for in our current Fiscal Year (FY19) nor built into the current contract with Westwood Curtis Construction. An Add On change order to the current contract with Westwood Curtis Construction will be needed.

STAFF IMPACT

Staff impact will include managing this temporary roadway easement until the end of the 2018 construction season and thru final completion of the water main project which is slated for final completion in July of 2019. Staff estimates five to eight hours per week to manage this easement, which will include correspondence with the HOA's, landowners, and potential additional mitigation requirements (signs, speed control). There will be additional staff time spent sweeping the paved roadway within these easements, which was a condition made by the HOA associations. Staff estimates three to four hours a week providing this additional service.

LEGAL REVIEW

Complete.

RECOMMENDATION

Staff recommends approval of the attached four (4) Temporary Roadway and Access Easements from JMIR Snow King LLC, Snow King Mountain Resort LLC, ABSK LLC, and Robinson Rentals LLC.

SUGGESTED MOTION

I move to approve of the attached four (4) Temporary Roadway and Access Easements from JMIR Snow King LLC, Snow King Mountain Resort LLC, ABSK LLC, and Robinson Rentals LLC.

Synopsis for PowerPoint (120 words max):

Purpose: For the Town Council to consider approving four (4) Temporary Roadway and Access Easements in order to provide alternative access for the residents of Snow King Estates.

Background: The Town wishes to lay out a temporary roadway and access easement to allow for an alternative access point for the residents of Snow King Estates in order to provide consistent vehicular traffic during the active construction of this water main project.

Fiscal Impact: Fiscal impact would be the construction on the new roadway easement and upgrades to the existing roadway. Also, the fiscal impact would include a change order Add On to contract with contractor.



0 250

US Survey feet

Scale: 1:1,884

TEMPORARY ROADWAY AND ACCESS EASEMENT

This TEMPORARY ROADWAY AND ACCESS EASEMENT (this “Agreement”) is made and entered into by and between JMIR SNOW KING, LLC, a Wyoming limited liability company (hereafter referred to as “Grantor”) and TOWN OF JACKSON, WY, a Wyoming municipal corporation (hereafter 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 as an approximately 293 foot portion of “East Snow King Loop” on **Exhibit “A”** (the “Burdened Property”) an express, non-exclusive temporary access and roadway easement for the benefit of the Snow King Estates residents during utility construction on Snow King Drive, 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, over and across the Burdened Property (the “Easement”) for the purposes of vehicular, bicycle and pedestrian traffic in order to access the Snow King Estates by means of the Burdened Property (collectively, the “Roadway”).

2. **Improvement and Maintenance.** Grantee shall not be required to improve or maintain the Burdened Property, and no additional signage is necessary.

3. **Reservation.** Grantor reserves unto itself, its guests, invitees, legal representatives, heirs, successors and assigns, the right to use the surface 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 Property for any purpose as Grantor deems necessary in Grantor’s sole discretion.

4. **Restrictions.** The grant of the Easement shall be subject to the following restrictions:

A. Grantee shall use the rights granted above, with due regard to the rights of others and their use thereof, and shall not use the Burdened Property, including the Roadway, in any way that would impair the rights of Grantor or others to the use of the same.

B. Grantee shall not temporarily park vehicles or equipment on the Burdened Property in a manner that obstructs the passage on the Roadway by Grantor or others.

5. **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 Property and shall not merge therewith.

6. **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.

7. **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.

8. **Term.** The easements, covenants, conditions and restrictions contained in this Agreement shall be effective August 15, 2018 through November 15, 2018, and from April 15, 2019 through July 15, 2019, Monday through Friday between the hours of 8:00 a.m. to 6:00 p.m., and shall remain in full force unless this Agreement is modified, amended, canceled or terminated by Grantor pursuant to Section 13 hereof.

9. **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.

10. **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 Property. Grantee shall not have the right to lease or otherwise permit the use of the Burdened Property 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.

11. **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.

12. **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.

13. Entire Agreement; Modification. This Agreement embodies and constitutes the entire agreement with respect to the subject matters hereof and all prior or contemporaneous agreements, understandings, representations, statements are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated in whole or in part, except by Grantor after the earlier to occur of the following: (i) the substantial completion, in Grantor's sole discretion, of the Roadway by Grantee, or (ii) the expiration of the 15th day of July, 2019; provided, however, that such amendment or termination shall be properly recorded in the Office of the Clerk of Teton County, Wyoming as a condition to its effectiveness.

14. Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Agreement.

DATED this _____ day of _____, 2018.

GRANTOR:

JMIR SNOW KING, LLC
a Wyoming limited liability company

By: _____
Name: _____
Title: _____

GRANTEE:

TOWN OF JACKSON, WY

BY: _____
ITS: Mayor

ATTEST:

BY: _____
Sandy Birdyshaw
ITS: Town Clerk

STATE OF _____)
)ss
COUNTY OF _____)

On this day of _____, 2018, before me personally appeared _____, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed within this instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on this instrument, the entities upon behalf of which the person acted executed this instrument.

WITNESS my hand and official seal.

Notary Public

My commission expires:

STATE OF _____)
)ss
COUNTY OF _____)

On this day of _____, 2018, before me personally appeared _____, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed within this instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on this instrument, the entities upon behalf of which the person acted executed this instrument.

WITNESS my hand and official seal.

Notary Public

My commission expires:

EXHIBIT "A"

SEE ATTACHED

LAND DESCRIPTION OF BURDENED PROPERTY
A PORTION OF EXISTING ROADWAY KNOWN AS E. SNOW KING LOOP



TEMPORARY ROADWAY AND ACCESS EASEMENT

This TEMPORARY ROADWAY AND ACCESS EASEMENT AGREEMENT (this "Agreement") is made and entered into to be effective as of the ____ day of August, 2018 by and between SNOW KING MOUNTAIN RESORT, LLC, a Wyoming limited liability company (hereafter referred to as "Grantor") and TOWN OF JACKSON, WY, a Wyoming municipal corporation (hereafter referred to as "Grantee").

RECITALS

WHEREAS, Grantor owns and desires to grant a temporary non-exclusive Access and Roadway Easement over and across that certain real property in Teton County, Wyoming that is more particularly described as an approximately 2,770 foot long portion of the dirt roadway on **Exhibit "A"** (the "Burdened Property") for the benefit of the Town of Jackson and Snow King Estates subdivision residents during utility construction on Snow King Drive, according to the terms and conditions set forth herein.

AGREEMENTS

NOW, THEREFORE, for and in consideration of good will and public benefit and the receipt of ownership rights of all roadway improvements constructed or created by Grantee to the dirt road section of the Burdened Property, and other good and valuable consideration, 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 grants and conveys for the benefit of Grantee and Grantee's employees, agents, contractors and licensees, a non-exclusive construction easement in, over and across the Burdened Property (the "Easement") for the purposes of vehicular, bicycle and pedestrian traffic in order to access the Snow King Estates by means of the Burdened Property (collectively, the "Roadway").

2. Improvements and Maintenance. Grantee hereby agrees to provide the following improvements on the Burdened Property:

- A. Grading, dust guard, and provision and placement of all material necessary to make the roadway safe and usable;
- B. Temporary roadway signage to provide information, safety, and route information;
- C. Re-grading and revegetation of all disturbed areas on hillsides and off of dirt roadway; and,
- D. Maintenance of the regraded dirt roadway for the entirety of the term of this easement;
- E. Repaint all existing cross walk locations existing on the paved section of this easement;
- F. Sweeping services to prevent dirt and debris from gathering on paved sections of this easement;

3. **Reservation.** Grantor reserves unto itself, its guests, invitees, legal representatives, heirs, successors and assigns, the right to use the surface 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 Property or any portion thereof for any purpose as Grantor deems necessary in Grantor's sole discretion.

4. **Restrictions.** The grant of the Easement shall be subject to the following restrictions:

A. Grantee shall use the rights granted above, with due regard to the rights of others and their use thereof, and shall not use the Burdened Property, including the Roadway, in any way that would impair the rights of Grantor or others to the use of the same.

B. Grantee shall not and shall not allow others to park vehicles or equipment on the Burdened Property.

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 August 15, 2018 through November 15, 2018, and from April 15, 2019 through July 15, 2019, Monday through Friday between the hours of 8:00 a.m. to 6:00 p.m. and shall remain in full force unless this Agreement is modified, amended, canceled or terminated by Grantor pursuant to Section 13 hereof. Grantee shall record an appropriate document before August 1, 2019, confirming that this easement is null and void, so that there is no cloud on the title.

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. **Assumption of Risk/Release.** Grantee and all assignees, permittees and licensees or owners, by utilizing the Easement created, hereby acknowledge that the Roadway that may be established pursuant hereto is not intended to meet standard or normal public street safety or design standards and each of them assume all risks of use and are deemed to have released Grantor from any and all claims for damage, injuries or death arising from the use of the

Easement unless resulting from the willful and wanton mis-conduct or gross negligence of the Grantor.

10. Easement In Gross. The Grantor and Grantee hereby declare that the Easement shall inure to the benefit of the Grantee and its legal representatives, employees, agents, contractors and licensees only, for their non-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 Property. Grantee shall not have the right to lease or otherwise permit the use of the Burdened Property 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.

11. 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.

12. 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.

13. Entire Agreement; Modification. This Agreement embodies and constitutes the entire agreement with respect to the subject matters hereof and all prior or contemporaneous agreements, understandings, representations, statements are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated in whole or in part, except by Grantor after the earlier to occur of the following: (i) the substantial completion, in Grantor's sole discretion, of the Roadway by Grantee, or (ii) the expiration of the 15th day of July, 2019; provided, however, that such amendment or termination shall be properly recorded in the Office of the Clerk of Teton County, Wyoming as a condition to its effectiveness.

14. Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Agreement.

DATED this _____ day of _____, 2018.

GRANTOR:
SNOW KING MOUNTAIN RESORT, LLC
A Wyoming limited liability company

By: _____
Name: Ryan Stanley
Title: General Manager

GRANTEE:

TOWN OF JACKSON, WY,
a Wyoming municipal corporation

BY: _____
ITS: Mayor

ATTEST:

BY: _____
Sandy Birdyshaw
ITS: Town Clerk

STATE OF _____)
)ss
COUNTY OF _____)

On this day of _____, 2018, before me personally appeared Pete Muldoon, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed within this instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on this instrument, the entities upon behalf of which the person acted executed this instrument.

WITNESS my hand and official seal.

Notary Public
My commission expires:

STATE OF _____)
)ss
COUNTY OF _____)

On this day of _____, 2018, before me personally appeared Ryan Stanley, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed within this instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on this instrument, the entities upon behalf of which the person acted executed this instrument.

WITNESS my hand and official seal.

Notary Public
My commission expires:

EXHIBIT "A"

SEE ATTACHED

LAND DESCRIPTION OF BURDENED PROPERTY
A PORTION OF EXISTING DIRT ROADWAY



TEMPORARY ROADWAY AND ACCESS EASEMENT

This TEMPORARY ROADWAY AND ACCESS EASEMENT AGREEMENT (this "Agreement") is made and entered into to be effective as of the ____ day of August, 2018 by and between ABSK, LLC, a Wyoming limited liability company (hereafter referred to as "Grantor") and TOWN OF JACKSON, WY, a Wyoming municipal corporation (hereafter referred to as "Grantee").

RECITALS

WHEREAS, Grantor owns and desires to grant a temporary non-exclusive Access and Roadway Easement over and across that certain real property in Teton County, Wyoming that is more particularly described as an approximately 523 foot long portion of the dirt roadway on **Exhibit "A"** (the "Burdened Property") for the benefit of the Town of Jackson and Snow King Estates subdivision residents during utility construction on Snow King Drive, according to the terms and conditions set forth herein.

AGREEMENTS

NOW, THEREFORE, for and in consideration of good will and public benefit and the receipt of ownership rights of all roadway improvements constructed or created by Grantee to the dirt road section of the Burdened Property, and other good and valuable consideration, 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 grants and conveys for the benefit of Grantee and Grantee's employees, agents, contractors and licensees, a non-exclusive construction easement in, over and across the Burdened Property (the "Easement") for the purposes of vehicular, bicycle and pedestrian traffic in order to access the Snow King Estates by means of the Burdened Property (collectively, the "Roadway").

2. **Improvements and Maintenance.** Grantee hereby agrees to provide the following improvements on the Burdened Property:

- A. Grading, dust guard, and provision and placement of all material necessary to make the roadway safe and usable;
- B. Temporary roadway signage to provide information, safety, and route information;
- C. Re-grading and revegetation of all disturbed areas on hillsides and off of dirt roadway; and,
- D. Maintenance of the regraded dirt roadway for the entirety of the term of this easement;
- E. Installation of a gate to prevent public access above temporary easement.

3. **Reservation.** Grantor reserves unto itself, its guests, invitees, legal representatives, heirs, successors and assigns, the right to use the surface 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 Property or any portion thereof for any purpose as Grantor deems necessary in Grantor's sole discretion.

4. **Restrictions.** The grant of the Easement shall be subject to the following restrictions:

A. Grantee shall use the rights granted above, with due regard to the rights of others and their use thereof, and shall not use the Burdened Property, including the Roadway, in any way that would impair the rights of Grantor or others to the use of the same.

B. Grantee shall not and shall not allow others to park vehicles or equipment on the Burdened Property.

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 August 15, 2018 through November 15, 2018, and from April 15, 2019 through July 15, 2019, Monday through Friday between the hours of 8:00 a.m. to 6:00 p.m. and shall remain in full force unless this Agreement is modified, amended, canceled or terminated by Grantor pursuant to Section 13 hereof. Grantee shall record an appropriate document before August 1, 2019, confirming that this easement is null and void, so that there is no cloud on the title.

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. **Assumption of Risk/Release.** Grantee and all assignees, permittees and licensees or owners, by utilizing the Easement created, hereby acknowledge that the Roadway that may be established pursuant hereto is not intended to meet standard or normal public street safety or design standards and each of them assume all risks of use and are deemed to have released Grantor from any and all claims for damage, injuries or death arising from the use of the Easement unless resulting from the willful and wanton mis-conduct or gross negligence of the Grantor.

10. Easement In Gross. The Grantor and Grantee hereby declare that the Easement shall inure to the benefit of the Grantee and its legal representatives, employees, agents, contractors and licensees only, for their non-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 Property. Grantee shall not have the right to lease or otherwise permit the use of the Burdened Property 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.

11. 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.

12. 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.

13. Entire Agreement; Modification. This Agreement embodies and constitutes the entire agreement with respect to the subject matters hereof and all prior or contemporaneous agreements, understandings, representations, statements are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated in whole or in part, except by Grantor after the earlier to occur of the following: (i) the substantial completion, in Grantor's sole discretion, of the Roadway by Grantee, or (ii) the expiration of the 15th day of July, 2019; provided, however, that such amendment or termination shall be properly recorded in the Office of the Clerk of Teton County, Wyoming as a condition to its effectiveness.

14. Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Agreement.

DATED this _____ day of _____, 2018.

GRANTOR:

ABSK, LLC
A Wyoming limited liability company

ABSK, LLC
A Wyoming limited liability company

By: _____
Name: Max C. Chapman Jr.
Title: Manager

By: _____
Name: Mark LaJohn
Title: Manager

ABSK, LLC
A Wyoming limited liability company

By: _____
Name: Clarene Law
Title: Manager

GRANTEE:

TOWN OF JACKSON, WY,
a Wyoming municipal corporation

BY: _____
ITS: Mayor

ATTEST:

BY: _____
Sandy Birdyshaw
ITS: Town Clerk

STATE OF _____)
)ss
COUNTY OF _____)

On this day of _____, 2018, before me personally appeared Pete Muldoon, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed within this instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on this instrument, the entities upon behalf of which the person acted executed this instrument.

WITNESS my hand and official seal.

Notary Public
My commission expires:

STATE OF _____)
)ss
COUNTY OF _____)

On this day of _____, 2018, before me personally appeared Max C. Chapman Jr., personally known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed within this instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on this instrument, the entities upon behalf of which the person acted executed this instrument.

WITNESS my hand and official seal.

Notary Public
My commission expires:

STATE OF _____)
)ss
COUNTY OF _____)

On this day of _____, 2018, before me personally appeared Mark LaJohn, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed within this instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on this instrument, the entities upon behalf of which the person acted executed this instrument.

WITNESS my hand and official seal.

Notary Public
My commission expires:

STATE OF _____)
)ss
COUNTY OF _____)

On this day of _____, 2018, before me personally appeared Clarene Law, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed within this instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on this instrument, the entities upon behalf of which the person acted executed this instrument.

WITNESS my hand and official seal.

Notary Public
My commission expires:

EXHIBIT "A"

SEE ATTACHED

LAND DESCRIPTION OF BURDENED PROPERTY
A PORTION OF EXISTING DIRT ROADWAY



TEMPORARY ROADWAY AND ACCESS EASEMENT

This TEMPORARY ROADWAY AND ACCESS EASEMENT (this “Agreement”) is made and entered into by and between ROBINSON RENTALS, LLC, a Wyoming limited liability company (hereafter referred to as “Grantor”) and TOWN OF JACKSON, WY, a Wyoming municipal corporation (hereafter 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 as an approximately 170 foot portion of a dirt and grassy roadway on **Exhibit “A”** (the “Burdened Property”) an express, non-exclusive temporary access and roadway easement for the benefit of the Snow King Estates residents during utility construction on Snow King Drive, according to the terms and conditions set forth herein.

AGREEMENTS

NOW, THEREFORE, for and in consideration of \$2,150.00 per month of use of this easement (prorated each month if not fully used), and other good and valuable consideration, 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, over and across the Burdened Property (the “Easement”) for the purposes of vehicular, bicycle and pedestrian traffic in order to access the Snow King Estates by means of the Burdened Property (collectively, the “Roadway”).

2. **Improvements and Maintenance.** Grantee hereby agrees to provide the following improvements on the Burdened Property:

- A. Grading, dust guard, and all material herein to make the roadway safe and usable;
- B. Temporary roadway signage to provide information, safety, and route information;
- C. Re-grading and revegetation of all disturbed areas within the Easement back to its original condition; and,
- D. Maintenance of the regraded dirt roadway for the entirety of the term of this easement;
- E. Upon expiration of this Easement, paving the Grantor’s driveway which is estimated at 2,000 square feet

3. **Reservation.** Grantor reserves unto itself, its guests, invitees, legal representatives, heirs, successors and assigns, the right to use the surface 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 Property for any purpose as Grantor deems necessary in Grantor's sole discretion.

4. **Restrictions.** The grant of the Easement shall be subject to the following restrictions:

A. Grantee shall use the rights granted above, with due regard to the rights of others and their use thereof, and shall not use the Burdened Property, including the Roadway, in any way that would impair the rights of Grantor or others to the use of the same.

B. Grantee shall not temporarily park vehicles or equipment on the Burdened Property in a manner that obstructs the passage on the Roadway by Grantor or others.

5. **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 Property and shall not merge therewith.

6. **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.

7. **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.

8. **Term.** The easements, covenants, conditions and restrictions contained in this Agreement shall be effective August 15, 2018 through November 15, 2018, and from April 15, 2019 through July 15, 2019, Monday through Friday between the hours of 8:00 a.m. to 6:00 p.m. and shall remain in full force unless this Agreement is modified, amended, canceled or terminated by Grantor pursuant to Section 13 hereof.

9. **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.

10. **Easement In Gross.** The Grantor and Grantee hereby declare that the Easement shall inure to the benefit of the Grantee and its legal representatives, 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 Property. Grantee shall not have the right to lease or otherwise permit the use of the Burdened Property 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.

11. 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.

12. 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.

13. Entire Agreement; Modification. This Agreement embodies and constitutes the entire agreement with respect to the subject matters hereof and all prior or contemporaneous agreements, understandings, representations, statements are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated in whole or in part, except by Grantor after the earlier to occur of the following: (i) the substantial completion, in Grantor's sole discretion, of the Roadway by Grantee, or (ii) the expiration of the 15th day of July, 2019; provided, however, that such amendment or termination shall be properly recorded in the Office of the Clerk of Teton County, Wyoming as a condition to its effectiveness.

14. Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Agreement.

DATED this _____ day of _____, 2018.

GRANTOR:
ROBINSON RENTALS, LLC
a Wyoming limited liability company

By: _____
Name: _____
Title: _____

GRANTEE:

TOWN OF JACKSON, WY,
a Wyoming municipal corporation

BY: _____
ITS: Mayor

ATTEST:

BY: _____
Sandy Birdyshaw
ITS: Town Clerk

STATE OF _____)
)ss
COUNTY OF _____)

On this day of _____, 2018, before me personally appeared _____, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed within this instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on this instrument, the entities upon behalf of which the person acted executed this instrument.

WITNESS my hand and official seal.

Notary Public

My commission expires:

STATE OF _____)
)ss
COUNTY OF _____)

On this day of _____, 2018, before me personally appeared _____, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed within this instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on this instrument, the entities upon behalf of which the person acted executed this instrument.

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