



TOWN OF JACKSON PLANNING & BUILDING DEPARTMENT

TRANSMITTAL MEMO

Town of Jackson

- Public Works/Engineering
- Building
- Title Company
- Town Attorney
- Police

Joint Town/County

- Parks and Recreation
- Pathways
- Housing Department

Teton County

- Planning Division

- Engineer
- Surveyor- *Nelson*
- Assessor
- Clerk and Recorder
- Road and Levee

State of Wyoming

- Teton Conservation
- WYDOT
- TC School District #1
- Game and Fish
- DEQ

Federal Agencies

- Army Corp of Engineers

Utility Providers

- Qwest
- Lower Valley Energy
- Bresnan Communications

Special Districts

- START
- Jackson Hole Fire/EMS
- Irrigation Company

| | |
|---|---|
| Date: August 25, 2022 | REQUESTS: |
| Item #: P22-218 | The applicant is submitting a request for a partial vacation without replat for the property located at 725 Upper Snow King Loop, legally known as LOT 58, GRAND VIEW LODGES, THIRD ADDITION PIDN: 22-41-16-34-3-07-002 |
| Planner: Katelyn Page | For questions, please call Katelyn Page at 733-0440, x1302 or email to the address shown below. Thank you. |
| Phone: 733-0440 ext. 1302 | |
| Email: kpage@jacksonwy.gov | |
| Owner: Jackson 53, LP 4713 W Lovers Lane Dallas, TX 75209 | |
| Applicant: Nelson Engineering PO BOX 1599 Jackson, WY 83001 | |
| Please respond by: September 16, 2022 (with Comments) | |

Owner:

Jackson 53, LP
4713 W Lovers Lane
Dallas, TX 75209

Applicant:

Nelson Engineering
PO BOX 1599
Jackson, WY 83001

The applicant is submitting a request for a partial vacation without replat for the property located at 725 Upper Snow King Loop, legally known as LOT 58, GRAND VIEW LODGES, THIRD ADDITION PIDN: 22-41-16-34-3-07-002

For questions, please call Katelyn Page at 733-0440, x1302 or email to the address shown below. Thank you.

RESPONSE: For Departments not using Trak-it, please send responses via email to:
alangley@jacksonwy.gov



PLANNING PERMIT APPLICATION
Planning & Building Department

150 E Pearl Ave. | ph: (307) 733-0440
P.O. Box 1687 | www.townofjackson.com
Jackson, WY 83001

For Office Use Only

Fees Paid _____

Date & Time Received _____

Application #s _____

Please note: Applications received after 3 PM will be processed the next business day.

PROJECT.

Name/Description: _____

Physical Address: _____

Lot, Subdivision: _____ PIDN: _____

PROPERTY OWNER.

Name: _____ Phone: _____

Mailing Address: _____ ZIP: _____

E-mail: _____

APPLICANT/AGENT.

Name: _____ Phone: _____

Mailing Address: _____ ZIP: _____

E-mail: _____

DESIGNATED PRIMARY CONTACT.

_____ Property Owner _____ Applicant/Agent

TYPE OF APPLICATION. Please check all that apply; review the type of application at www.townofjackson.com/200/Planning

Use Permit

Basic Use

Conditional Use

Special Use

Relief from the LDRs

Administrative Adjustment

Variance

Beneficial Use Determination

Appeal of an Admin. Decision

Physical Development

Sketch Plan

Development Plan

Design Review

Subdivision/Development Option

Subdivision Plat

Boundary Adjustment (replat)

Boundary Adjustment (no plat)

Development Option Plan

Interpretations

Formal Interpretation

Zoning Compliance Verification

Amendments to the LDRs

LDR Text Amendment

Map Amendment

Miscellaneous

Other: _____

Environmental Analysis

PRE-SUBMITTAL STEPS. To see if pre-submittal steps apply to you, go to www.townofjackson.com/200/Planning and select the relevant application type for requirements. Please submit all required pre-submittal steps with application.

Pre-application Conference #: _____ Environmental Analysis #: _____
Original Permit #: _____ Date of Neighborhood Meeting: _____

SUBMITTAL REQUIREMENTS. Please ensure all submittal requirements are included. The Planning Department will not hold or process incomplete applications. Partial or incomplete applications will be returned to the applicant. Go to www.townofjackson.com/200/Planning and select the relevant application type for submittal requirements.

Have you attached the following?

Application Fee. Fees are cumulative. Go to www.townofjackson.com/200/Planning and select the relevant application type for the fees.

Notarized Letter of Authorization. A notarized letter of consent from the landowner is required if the applicant is not the owner, or if an agent is applying on behalf of the landowner. Please see the Letter of Authorization template at www.townofjackson.com/DocumentCenter/View/102/Town-Fee-Schedule-PDF.

Response to Submittal Requirements. The submittal requirements can be found on the TOJ website for the specific application. If a pre-application conference is required, the submittal requirements will be provided to applicant at the conference. The submittal requirements are at www.townofjackson.com/200/Planning under the relevant application type.

Note: Information provided by the applicant or other review agencies during the planning process may identify other requirements that were not evident at the time of application submittal or a Pre-Application Conference, if held. Staff may request additional materials during review as needed to determine compliance with the LDRs.

Under penalty of perjury, I hereby certify that I have read this application and associated checklists and state that, to the best of my knowledge, all information submitted in this request is true and correct. I agree to comply with all county and state laws relating to the subject matter of this application, and hereby authorize representatives of Teton County to enter upon the above-mentioned property during normal business hours, after making a reasonable effort to contact the owner/applicant prior to entering.



Signature of Property Owner or Authorized Applicant/Agent _____ Date _____

Name Printed _____ Title _____



Town of Jackson
150 E Pearl Avenue
PO Box 1687, Jackson, WY 83001
P: (307)733-3932 F: (307)739-0919
www.jacksonwy.gov

Date:

LETTER OF AUTHORIZATION

NAMING APPLICANT AS OWNER'S AGENT

PRINT full name of property owner as listed on the deed when it is an individual OR print full name and title of President or Principal Officer when the owner listed on the deed is a corporation or an entity other than an individual

Being duly sworn, deposes and says that Jackson 53 LP is the owner in fee of the premises located at:

Name of property owner as listed on deed

Address of Premises: 725 Upper Snow King Loop

Legal Description: Lot 58, Grand View Lodges Third Addition Plat No. 1333

Please attach additional sheet for additional addresses and legal descriptions

And, that the person named as follows: Name of Applicant/agent: Nelson Engineering - agent

Mailing address of Applicant/agent: P.O. Box 1599, Jackson, WY 83001

Email address of Applicant/agent: skarichner@nelsonengineering.net

Phone Number of Applicant/agent: 307-733-2087

Is authorized to act as property owner's agent and be the applicant for the application(s) checked below for a permit to perform the work specified in this(these) application(s) at the premises listed above:

Development/Subdivision Plat Permit Application Building Permit Application

Public Right of Way Permit Grading and Erosion Control Permit Business License Application

Demolition Permit Home Occupation Other (describe) _____

Under penalty of perjury, the undersigned swears that the foregoing is true and, if signing on behalf of a corporation, partnership, limited liability company or other entity, the undersigned swears that this authorization is given with the appropriate approval of such entity, if required.

Property Owner Signature

President Robert Liberi

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

STATE OF Texas)

) SS.

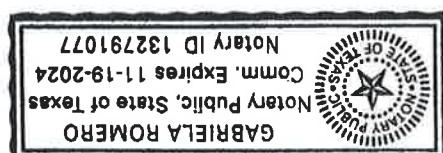
COUNTY OF Dallas)

)

The foregoing instrument was acknowledged before me by Gabriela Romero this 24 day of August 2022. WITNESS my hand and official seal.

Notary Public

My commission expires:



GRANTOR: SNOW KING MOUNTAIN RESORT LLC
GRANTEE: JACKSON 53 LP
Doc 1025917 Filed At 16:10 ON 10/08/21
Maureen Murphy Teton County Clerk fees: 15.00
By Corrina Dorman Deputy Clerk

WARRANTY DEED

Snow King Mountain Resort, LLC, a Wyoming limited liability company, GRANTOR(S), of PO Box 10309, Jackson, WY 83002, for Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, CONVEY(S) AND WARRANT(S) TO Jackson 53, LP, a Texas limited partnership, GRANTEE(S), whose address is 4713 W. Lovers Lane, Dallas, TX 75209, the following described real estate, situated in the County of Teton, State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit:

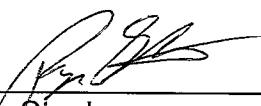
Lot 58 of Grand View Lodges Third Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded November 14, 2013 as Plat No. 1333.

PIDN: 22-41-16-34-3-07-002

Together and including all improvements thereon, and all appurtenances and hereditaments thereunto belonging. Subject to general taxes for the year of closing, local improvement districts, guaranteed revenues to utility companies, building and zoning regulations, city, county and state subdivision and zoning laws, easements, restrictive covenants, and reservations of record.

WITNESS the due execution and delivery of this Warranty Deed this 7 day of October, 2021.

Snow King Mountain Resort, LLC a Wyoming limited liability company

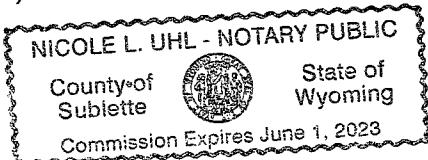

By: Ryan Stanley
Its: President

STATE OF WYOMING)
COUNTY OF TETON) ss.
)

The foregoing instrument was acknowledged before me by Ryan Stanley, President of Snow King Mountain Resort, LLC, a Wyoming limited liability company this 7 day of October, 2021.

WITNESS my hand and official seal.

(SEAL)




Signature of Notarial Officer

Title and Rank

My Commission Expires

• Public Notices •

Hall at 150 East Pearl. Dated this July 25th, 2022. L. Lenamond, Deputy Town Clerk.
Publish: 08/03, 08/10/22

The Jackson Police Department will hold a silent public auction of bicycles on Saturday, August 20, 2022, from 9:00 a.m. to 11:00 a.m. at the Town of Jackson Shop located at 450 West Snow King Avenue. Successful bidders will have the highest cash bid and will be announced at the close of the auction. A full list of bicycles can be viewed at the front desk of the Jackson Police Department starting August 1, 2022. No representations or warranties are made regarding the bicycles and all bicycles will be sold "as is." For more information, contact the Jackson Police Department at 733-1430.
Publish: 08/03, 08/10/22

GENERAL PUBLIC NOTICES

• ABANDONED VEHICLES •

2013 Arctic Cat Wildcat
Vin: 4UF13MPV0DT303586
Amount Due: \$9510.00

2002 Chevrolet Trailblazer
Vin: 1GND13S522346168
Amount Due: \$9307.50

2000 VW Jetta
Vin: 3VWRA29M2YM012338
Amount Due: \$10,742.50

2001 Dodge Ram Cargo Van
Vin: 2B7HB11Y41K507099
Amount Due: \$10,725.00

Auction Date August 26th, 2022
Please contact 307-733-8697
with any questions.
Publish: 08/10, 08/17/22

• PUBLIC NOTICE •

August 2022 Teton Conservation District Board Meeting

The public is invited to join Teton Conservation District for our monthly board meeting at 1:00 p.m. on August 17, 2022. Attend in person at our office at 420 W. Pearl Ave. in Jackson or virtually by phone or video conference at www.tetonconservation.org/events. For more information, email info@tetonconservation.org or call 307-733-2110. Learn more about your local conservation district at www.tetonconservation.org.

Publish: 08/10/22

2022 Special District Election Proclamation

To the voters of the South Squaw Creek Road Improvement and Service District (SSCRISD) in Teton County Wyoming:

In compliance with Wyoming state statutes regarding election law, it is hereby proclaimed that an election will be held through the SSCRISD located in Teton County. Ballots will be mailed on Oct. 24, 2022 and must be returned by Tuesday Nov. 8, 2022. The names of all officers to be filled at said election and the number of persons required by law to fill such offices are as follows:

OFFICES TO BE ELECTED

1 President 4 years
2 Vice President 4 years

Filing Officer for candidacy will be with Diana Osuna, Secretary, SSCRISD and the filing period will be August 10 thru August 26th, 2022.

Election Day: Ballots are to be returned by Tuesday Nov. 8, 2022.
Publish: 08/10/22

NOTICE OF DISSOLUTION OF LIMITED LIABILITY COMPANY

Lodges at Fish Creek, LLC, a Wyoming limited liability company, hereby gives notice that it has filed Articles of Dissolution with the Wyoming Secretary of State and will be winding up its affairs. Claimants that have not received prior written notice may submit claims by mailing an itemized, detailed claim to Lodges at Fish Creek, LLC, C/O Nicholas & Tangeman, LLC, at P.O. Box 928, Laramie, WY 82073. A claim against the Company will be barred unless a proceeding to enforce the claim is commenced within 3 years after the publication of this notice.
Publish: 08/10, 08/17/22

PROPOSED TEMPORARY TURBIDITY INCREASE IN FLAT CREEK

The Wyoming Department of Environmental Quality (WDEQ) has received a request from Alder Environmental LLC, for a temporary increase in turbidity in Flat Creek in Jackson, Wyoming. The temporary increase in turbidity is associated with proposed bank stabilization.

Activity in cold water streams like Flat Creek is normally limited to a ten (10) NTU increase over background. Approval of this request would allow an exceedance of this limit for up to twenty (20) total working days, subject to monitoring and reporting. This activity will follow the procedures in Chapter 1, Section 23(c)(ii), of the WDEQ Water Quality Rules, which allow for temporary elevated levels of turbidity in certain circumstances. The applicant has applied for a U.S. Army Corps of Engineer 404 permit for the project.

Requests for information about the proposed temporary turbidity increase should be directed to Eric Hargett by email

(eric.hargett@wyo.gov) or phone (307-777-6701). Written comments must be addressed to Eric Hargett, Wyoming DEQ/WQD, 200 W. 17th Street – 4TH floor, Cheyenne, WY, 82002, and be postmarked on or before 5:00 p.m. on August 24, 2022 to be considered. Electronic comments may only be submitted through and accepted by the Wyoming DEQ comment portal provided at <http://wq.wyomingdeq.commentinput.com/>. Phone comments will not be accepted. Para español, visite deq.wyoming.gov.

Publish: 08/10/22

Please take notice that the Jackson Hole Airport Board will hold a Special Meeting, in the form of a Transportation Committee Meeting, on Wednesday, August 17th following the regularly scheduled Board Meeting in the Board Room at the Administration Offices at the Jackson Hole Airport. The subject of the meeting is to discuss and receive information regarding public transportation options. No decisions will be made at this Special Meeting.

Publish: 08/10/22

• INTENT TO SUBDIVIDE •

LEGAL NOTICE NOTICE OF INTENT TO SUBDIVIDE

Notice is hereby given that, in accordance with Chapter 18-5-306, Wyoming Statutes 1977, as amended, that the owners of lots within Ashley Nowlin Addition to the Town of Jackson, Plat No. 1172, intend to apply for a permit for an Amended Plat in the Town of Jackson. A public hearing for said permit will occur at a regular meeting of the Town of Jackson Council at Jackson Town Hall. Please contact the Planning Office at 733-0440 for the scheduled meeting date. The proposed Plat Amendment shall move the Fire Turn Around easement located within Lot 4 and Lot 5 to Lot 5 and Lot 6 and will vacate the setbacks shown on the plat of Ashley Nowlin Addition to the Town of Jackson, Plat No. 1172, records of the Clerk of Teton County and being located within Section 34, Township 41 North, Range 116 West, the street addresses are 75, 85, and 105 McKean Drive. The site is accessed from McKean Drive.
Publish: 08/10, 08/17/22

LEGAL NOTICE NOTICE OF INTENT TO SUBDIVIDE

Notice is hereby given that, in accordance with Chapter 18-5-306, Wyoming Statutes 1977, as amended, that Jackson 53, LP, a Texas limited partnership intends to apply for a permit for a partial vacation of a subdivision in the Town of Jackson. A public hearing for said permit will occur at a regular meeting of the Town of Jackson Council at Jackson Town Hall. Please contact the Planning Office at 733-0440 for the scheduled meeting date. The proposed partial vacation shall vacate an existing road and utility easement within Lot 58, of Grand View Lodges Third Addition to the Town of Jackson, Plat No. 1333, records of the Clerk of Teton County and being located within Section 34, Township 41 North, Range 116 West, 6th P.M., street address: 725 Upper Snow King Loop Road. The site is accessed from Upper Snow King Loop Road.
Publish: 08/10, 08/17/22

• CONTINUED PUBLICATIONS •

| | |
|---|--|
| STATE OF WYOMING) COUNTY OF <u>Teton</u>) IN RE NAME CHANGE OF) <u>Stanislav Mosynets-Bezsonov</u>) (minor child's current full name) Minor Child, By Next Friend. <u>Khrystyna Bezsonova</u> (Petitioner's full name) | IN THE DISTRICT COURT 9th JUDICIAL DISTRICT Civil Action Case No. <u>18728</u> TERM OF DISTRICT COURT FILED 2022 JULY 20 PM 1:00 TETON COUNTY, WYOMING |
|---|--|

PUBLIC NOTICE BY PUBLICATION

In accordance with Wyoming Statutes 1-25-103, notice is hereby given that a *Petition for Name Change of Minor Child*, Civil Action No. 18728 has been filed in the Wyoming District Court for the 9th Judicial District, whose address is 750 Powderhorn Ln, #1, Jackson, WY 83001, seeking to change the name of the minor child Stanislav Mosynets-Bezsonov to Stanislav Mosynets.

Unless an Answer or Response to the Petition referenced above is filed within 30 days following the last date of publication of this notice, an order may be entered granting the requested name change.

Dated: July 20, 2022

Dee Gee Smith
Clerk of District Court / Deputy


Publish: 08/03, 08/10, 08/17, 08/24/22

St John's Health Renovation MRI Chiller Replacement

Sealed proposals with the name of the Bidder and Title of the Work will be received for and on behalf of St. Johns Health at 625 E Broadway Ave, Jackson, WY 83001 until 3:00pm on 8/10/2022. Bids may also be submitted to sryan@stjohns.health. No bid may be withdrawn for a period of 30 days after the date of the bid opening.

Bids shall be prepared in accordance with plans and specifications which may be obtained from Sean Ryan. Digital packages may be acquired via e-mail requests to sryan@stjohns.health.

There will be a mandatory pre-bid observation meeting for all contractors wishing to bid the project as the Prime Contractor. Pre-bid inspection will be at the job site: St. Johns Health at 625 E Broadway Ave, Jackson, WY 83001, at 8:30 am on Tuesday, August 2nd, 2022. Contractors shall meet at Main Entry.

A Bid Bond, certified check, or a cashier's check payable to the Owner in an amount not less than five (5%) percent of the base

bid shall accompany each bid as a guarantee that if the bid is accepted, the bidder will execute and file the proposed contract and bond within ten days of award of the contract.

A Performance and Payment Bond shall be furnished by the successful Bidder in the amount of 100% of the contract amount. Such Performance and Payment Bond shall be accompanied by a certified copy of Power of Attorney and shall be signed or countersigned by a Wyoming resident agent of the bonding company.

The Owner reserves the right to reject all bids or to waive any irregularities in any bid, and to award the bid as will best serve the Owner's interests.

Publish: 08/03, 08/10/22

REQUEST FOR PROPOSALS AIRCRAFT DEICING VEHICLE (GENERAL AVIATION) JACKSON HOLE AIRPORT JACKSON, WYOMING

Sealed Proposals will be accepted until 3:00 PM MDT, September 2, 2022, by the Jackson Hole Airport Board, 1250 East Airport Road Jackson, WY 83001. The Board is seeking competitive Proposals for its use in selecting a Vendor for procurement of up to two (2) general aviation aircraft deice trucks for use at the Jackson Hole Airport. The Board is seeking proposals that include both lease and purchase options.

RFP documents may be obtained from the Jackson Hole Airport, Administration Manager, Anna Valsing, by email at anna.valsing@jhairport.org. Sealed Proposals may be submitted to the above address and are to be marked: "Aircraft Deicing Vehicle (General Aviation) Proposal".

The Jackson Hole Airport Board is an Equal Employment Opportunity (EEO) organization which does not discriminate against any prospective Construction Manager on the basis of race, religion, color, sex, age, national origin, sexual orientation, or presence of any sensory, mental, or physical disability in the consideration of contract award. The successful Vendor will be required to comply with all EEO, federal, state, and local laws and regulations.
Publish: 08/03, 08/10/22

ADVERTISEMENT FOR BIDS

Teton Village Association Improvement and Service District TVAISD HEATED WALKWAYS AT ALPENHOF & SRLS

Notice is hereby given that the Teton Village Association Improvement and Service District (TVAISD) is accepting Bids for a general contract for the construction of the TVAISD Heated Walkways at Alpenhof & SRLS project.

Sealed Bids for the construction of the Project will be received at the TVAISD Office, Teton Village, PO Box 866, located at 7020 N. Rachel Way, Teton Village, WY 83025 until Friday, August 19th, 2022 at 2:00 PM. At that time the Bids received will be publicly opened and read. Bids shall be sealed in an envelope plainly marked with the Bidder's name and the following title: "TVAISD Heated Walkways at Alpenhof & SRLS".

The Project consists of excavation, pit run subbase, and gravel base for 2840 s.f. of 6 and 8-inch thick, colored concrete, 120 ft buried 2" Ecoflex Thermal Twin pre-insulated PEX pipe, snowmelt sensors, snowmelt manifolds, circulation pump and controls in existing boiler/manifold room, and all other incidentals required to complete the work.

The Issuing Office for the Bidding Documents is: Nelson Engineering, P.O. Box 1599, 430 S. Cache St., Jackson, WY 83001, 307-733-2087, slagerman@nelsonengineering.net

Prospective Bidders may obtain the Bidding Documents from the issuing office. All official notifications, addenda, and other Bidding Documents will be offered only through the issuing office. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated issuing office.

Questions regarding the Bidding Documents should be directed to Josh Kilpatrick, PE, Nelson Engineering, jkilpatrick@nelsonengineering.net (Ph: 307-690-2086)

A Pre-bid Conference for the Project will be held on Monday, August 15th, 2022 at 10:00 AM at the Project Site 3255 N Village Drive, Teton Village, WY 83025.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents. A bid security in the amount of 5% of the bid shall accompany each bid. All bids are to be prepared in accordance with the Bidding Documents. Responsible Wyoming bidders will be given a 5% preference.

The TVAISD reserves the right to reject any and all bids, and to waive all informalities. Further, the TVAISD may accept any bid which in its opinion best serves its interests.

Publish: 08/03, 08/10/22

INVITATION TO BID #22-168 AMK Ranch Seawall Improvements

University of Wyoming Operations, Facilities Engineering Office, will accept bids submitted through the Public Purchase website, until 10:00 a.m. (MDT), August 19, 2022, for the AMK Ranch Seawall Improvements project. A public bid opening will be held at that time in Conference Room 130 of the Service Building on the University of Wyoming's Laramie campus.

Project Description: All labor and materials to build a concrete seawall on Jackson Lake to prevent erosion and reconstruct portions of existing deck and boat dock. The estimated project completion date is December 15, 2022.

A Mandatory Pre-Bid meeting, including a walk-through, will be held August 11, 2022, 1:00 p.m. (MDT), AMK Ranch, UW-

• Public Notices •

enclosure seeking Design-Build Services as described in the RFQ.

Responses to this RFQ must be received at our office no later than 2:00 PM MST on September 23, 2022; and your firm is requested to hold its proposal valid for 90 days from the deadline submission. St. John's Health will make its best effort to select a firm within this period (although St. John's Health may, at its sole discretion, extend the deadline for the submission of responses, change the scope, and/or cancel this RFQ); therefore, this letter and enclosure shall not be construed as a contract for a commitment of any kind, and in no way obligates St. John's Health to award a contract.

Firms whose quotations are not selected will be notified in writing and shall have no claim whatsoever for any kind of compensation. St. John's Health will be under no obligation to reveal, or discuss with any firm, how a proposal was assessed or to provide any other information relative to the selection process.

Please request a copy of the RFQ package in writing via email to Sean Ryan, Facilities Director, sryan@stjohns.health. All questions must be referred in writing via email to both Sean Ryan, Facilities Director, sryan@stjohns.health, and John Kren, CFO/COO, jkren@stjohns.health

Publish: 08/17, 08/24/22

• CONTINUED PUBLICATIONS •

| | |
|--------------------------------------|--------------------------------------|
| STATE OF WYOMING) | IN THE DISTRICT COURT) |
| COUNTY OF <u>Teton</u>) ss.) | <u>9th</u> JUDICIAL DISTRICT) |
| IN RE NAME CHANGE OF) | Civil Action Case No. <u>18728</u>) |
| <u>Stanislav Mosynets-Bezsonov</u>) | FILED IN THE DISTRICT COURT) |
| (minor child's current full name)) | JULY 20 2022 PM 11:00) |
| Minor Child, By Next Friend,) | |
| <u>Khrystyna Bezsonova</u>) | |
| (Petitioner's full name)) | |

PUBLIC NOTICE BY PUBLICATION

In accordance with Wyoming Statutes 1-25-103, notice is hereby given that a *Petition for Name Change of Minor Child*, Civil Action No. 18728, has been filed in the Wyoming District Court for the 9th Judicial District, whose address is 750 Powderhorn Ln., E1, Jackson, WY 83001, seeking to change the name of the minor child Stanislav Mosynets-Bezsonov to Stanislav Mosynets.

Unless an Answer or Response to the Petition referenced above is filed within 30 days following the last date of publication of this notice, an order may be entered granting the requested name change.

Dated: July 20, 2022

Dee Gee Smith
Clerk of District Court/Deputy


Publish: 08/03, 08/10, 08/17, 08/24/22

2013 Arctic Cat Wildcat
Vin: 4UF13MPV0DT303586
Amount Due: \$9510.00

2002 Chevrolet Trailblazer
Vin: 1GNDS13S522346168
Amount Due: \$9307.50

2000 VW Jetta
Vin: 3VWRA29M2YM012338
Amount Due: \$10,742.50

2001 Dodge Ram Cargo Van
Vin: 2B7HB11Y41K507099
Amount Due: \$10,725.00

Auction Date August 26th, 2022
Please contact 307-733-8697
with any questions.

Publish: 08/10, 08/17/22

IN THE DISTRICT COURT OF THE STATE OF WYOMING IN AND FOR THE COUNTY OF TETON NINTH JUDICIAL DISTRICT

IN THE MATTER OF THE ESTATE OF:
JOHN LOUIS PORTER,
Deceased

Probate No.: 3393

NOTICE OF PROBATE

TO ALL PERSONS INTERESTED IN SAID ESTATE:

You are hereby notified that on August 16, 2021, the Estate of the above named Decedent John Louis Porter was admitted to probate with administration by the above named Court, and Thomas John Porter was appointed as Administrator thereof. Any action to set aside the probate shall be filed in the Court within three months from the date of the first publication of this Notice, or thereafter be forever barred.

Notice is further given that all persons indebted to the decedent or to his estate are requested to make immediate payment to the Estate of John Louis Porter, C/O the Majors Law Firm, P.C., P.O. Box 2922, 125 S. King Street, Suite 2A, Jackson, WY 83001-2922.

Creditors having claims against the decedent or the estate are required to file them in duplicate with the necessary vouchers in the Office of the Clerk of said Court, on or before three months after the date of the first publication of this notice, and if such claims are not so filed, unless otherwise allowed or paid, they will be forever barred.

DATED July 25, 2022.


M. Jason Majors
Majors Law Firm, P.C.
P.O. Box 2922
125 S. King Street, Suite 2A
Jackson, WY 83001-2922
(307) 733-4117
(307) 733-4117 Facsimile
Wyoming Bar Registration # 6-3789
Attorney for Administrator

Publish: 08/03, 08/10, 08/17/22

NOTICE OF DISSOLUTION OF LIMITED LIABILITY COMPANY

Lodges at Fish Creek, LLC, a Wyoming limited liability company, hereby gives notice that it has filed Articles of Dissolution with the Wyoming Secretary of State and will be winding up its affairs. Claimants that have not received prior written notice may submit claims by mailing an itemized, detailed claim to Lodges at Fish Creek, LLC, C/O Nicholas & Tangeman, LLC, at P.O. Box 928, Laramie, WY 82073. A claim against the Company will be barred unless a proceeding to enforce the claim is commenced within 3 years after the publication of this notice.

Publish: 08/10, 08/17/22

LEGAL NOTICE NOTICE OF INTENT TO SUBDIVIDE

Notice is hereby given that, in accordance with Chapter 18-5-306, Wyoming Statutes 1977, as amended, that the owners of lots within Ashley Nowlin Addition to the Town of Jackson, Plat No. 1172, intend to apply for a permit for an Amended Plat in the Town of Jackson. A public hearing for said permit will occur at a regular meeting of the Town of Jackson Council at Jackson Town Hall. Please contact the Planning Office at 733-0440 for the scheduled meeting date. The proposed Plat Amendment shall move the Fire Turn Around easement located within Lot 4 and Lot 5 to Lot 5 and Lot 6 and will vacate the setbacks shown on the plat of Ashley Nowlin Addition to

the Town of Jackson, Plat No. 1172, records of the Clerk of Teton County and being located within Section 34, Township 41 North, Range 116 West, the street addresses are 75, 85, and 105 McKean Drive. The site is accessed from McKean Drive.

Publish: 08/10, 08/17/22

LEGAL NOTICE NOTICE OF INTENT TO SUBDIVIDE

Notice is hereby given that, in accordance with Chapter 18-5-306, Wyoming Statutes 1977, as amended, that Jackson 53, LP, a Texas limited partnership intends to apply for a permit for a partial vacation of a subdivision in the Town of Jackson. A public hearing for said permit will occur at a regular meeting of the Town of Jackson Council at Jackson Town Hall. Please contact the Planning Office at 733-0440 for the scheduled meeting date. The proposed partial vacation shall vacate an existing road and utility easement within Lot 58, of Grand View Lodges Third Addition to the Town of Jackson, Plat No. 1333, records of the Clerk of Teton County and being located within Section 34, Township 41 North, Range 116 West, 6th P.M., street address: 725 Upper Snow King Loop Road. The site is accessed from Upper Snow King Loop Road.

Publish: 08/10, 08/17/22

NOTICE OF FORECLOSURE SALE

Pursuant to a Judgment and Decree of Foreclosure entered on June 23, 2022 by the District Court for the Ninth Judicial District in and for Teton County, Wyoming in Civil Action No. 18658, Aspens Pines Water and Sewer District (Plaintiff) v. Paul Olson (Defendant), judgment was entered against Defendant in favor of Plaintiff in the amount of \$5,690.54, plus all additional amounts that become due and owing to the Plaintiff by Defendant for water and sewer through the date of the foreclosure sale, including all applicable fees and charges related thereto, plus all costs and expenses incurred by the Plaintiff in seeking to collect the amounts owing for water and sewer service, including reasonable attorney's fees and costs awarded by the Court up to and through the date of foreclosure. Pursuant to the Judgment and Decree of Foreclosure, Plaintiffs are entitled to sell the following real property of Defendant at a foreclosure sale to satisfy the judgment amount:

Unit 39-1-2 of Jackson Hole Racquet Club Condominiums, Strawberry Building 3900, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on August 3, 1979 as Plat No. 385, as further defined and described in the Amended Declaration of Condominium for Jackson Hole Racquet Club Condominium recorded in the office of the Teton County Clerk on August 12, 1974 in Book 34, page 1 to 50, as amended ("Defendant's Property").

Defendant's Property will be sold by the Sheriff of Teton County to the highest bidder for cash at public auction. The sale will be held on the front steps of the Teton County Courthouse, 180 South King Street, Jackson, Wyoming 83001, at 10:00 a.m. on August 23, 2022. The property being foreclosed upon may be subject to other liens and encumbrances that will not be extinguished at the sale and any prospective purchaser should research the status of title before submitting a bid.

DATED this _____ day of July, 2022.

Paul E. D'Amours
Hess D'Amours & Krieger, LLC
P. O. Box 449
30 E. Simpson Street
Jackson, WY 83001
307-733-7881 phone
307-733-7882 fax

Publish: 07/27, 08/03, 08/10, 08/17/22



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Partial Vacation without Replat

Lot 58 of Grand View Lodges Third Addition, Plat No. 1333

June 20, 2022

Project Narrative:

Jackson 53 LP as owner of Lot 58 Grand View Lodges Third Addition to the Town of Jackson, Plat No. 1333 wish to vacate the existing road and utility easement within Lot 58.

A new roadway easement to the Town of Jackson for access to the upper mountain area has been filed with the Clerk of Teton County as record no. 1030716

Section 8.2.13.C.5. Partial Vacation Without Replat

This Final Plat application is submitted in accordance with standards of Section 8.2.13.C.5.d-Subdivision Plat Amendment/Partial Vacation without Replat/ Lot Combination: vacation of an existing easement.

- a. An instrument has been submitted to be filed with the County Clerk stating that the proposed partial vacation does not abridge or destroy any rights and privileges of other proprietors in the plat, to be acknowledged by the Town Council. That lots 53 and 58 of Grand View Lodges Third Addition that had rights to this roadway and utility easement are owned by the applicant to vacating said easement.
- b. The instrument directs the County Clerk to make the necessary changes to plat no. 1333 to write vacated on the roadway and utility easement per this affidavit.
- c. No map is required as this is not a building envelope vacation.
- d. This is not a lot combination.

PARTIAL VACATION OF PLAT

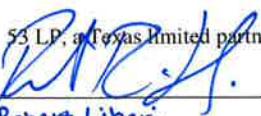
Whereas, on _____, 2022, the Town of Jackson City Council met to consider a request for vacation of the roadway & utility easement within Lot 58 of Grand View Lodges Third Addition to the Town of Jackson, Plat No. 1333, as recorded in the Office of the Teton Clerk, Wyoming, on November 14, 2013.

Whereas, Snow King Mountain Resort, LLC granted a Relocation of Roadway Access Easement Agreement to the Town of Jackson for the purpose of terminating the existing access easement within Lot 58 of Grand View Lodges Third Addition, Plat No. 1333, as described withing Document No. 1030716, filed on December 30, 2021, records of the Clerk of Teton County.

Whereas, having determined that the proposed easement vacation does not abridge or destroy any of the rights and privileges of the other proprietors in said plat, the proposed easement vacation was approved by the Town Council.

Now, therefore, the Mayor of the Town of Jackson hereby respectfully requests that the Teton County Clerk write, "vacated," across the road & utility easement within Lot 58 of said Plat and also requests that the County Clerk make a reference on said plat of the volume and page in which this instrument of partial vacation has been recorded.

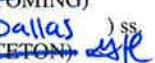
Jackson 53 LP, a Texas limited partnership

By: 

Name: Robert Liberi

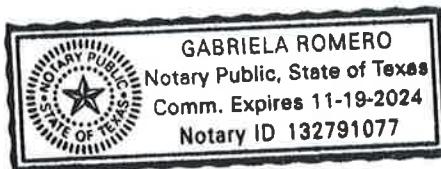
Its: President

STATE OF WYOMING
Dallas) ss.

COUNTY OF TETON) 

The foregoing instrument was subscribed and sworn to before me on this 24 day of August, 2022, by Robert Liberi as President of Jackson 53 LP, a Texas limited partnership, who personally appeared before me and being personally known by me acknowledged that the foregoing statements are true and correct to the best of his knowledge.

Witness my hand and official seal.



TOWN ACKNOWLEDGEMENT

Hailey Morton Levinson, Mayor
Town of Jackson

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

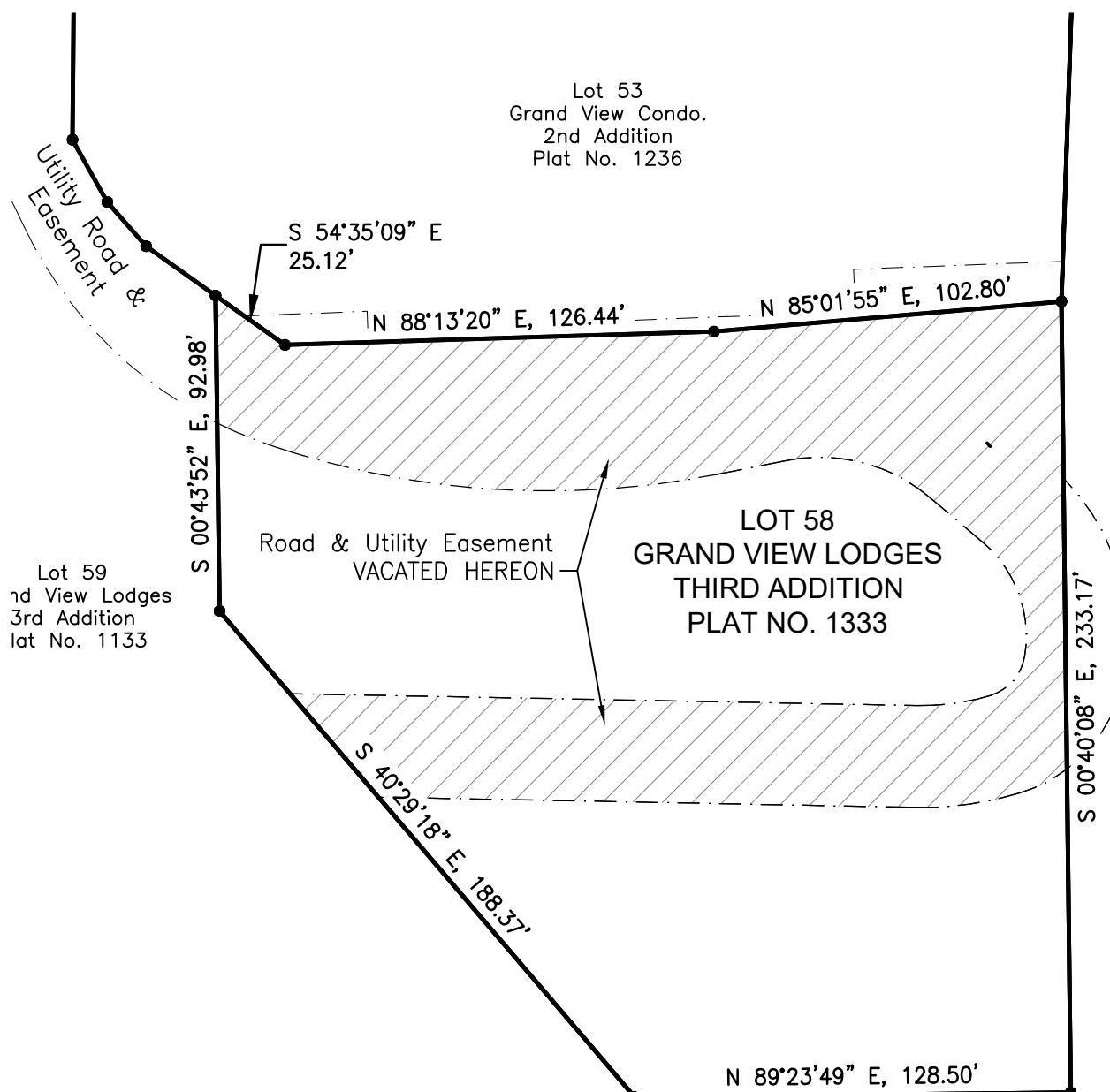
The foregoing instrument was acknowledged before me by _____ as Mayor of the Town of Jackson on this _____ day of _____, 2022.

Witness my hand and official seal.

Notary Public

My Commission Expires: _____

EXHIBIT B
PARTIAL VACATION



LOT 58, GRAND VIEW LODGES
THIRD ADDITION TO THE TOWN
OF JACKSON, PLAT NO. 1333
LOCATED IN NE1/4 SW 1/4,
SECTION 34, T41N, R116W
TOWN OF JACKSON
TETON COUNTY, WYOMING

| | | |
|---------------------|---|-------------------|
| DRAWING NO 1 | DRAWING TITLE Jackson 53, LP PARTIAL VACATION | DATE 2/15/2022 |
| JOB NO 19-262-01 | | ENGINEERED |
| | | DRAWN SK |
| | | CHECKED LR |
| | | APPROVED LR |

**NELSON
ENGINEERING**
P.O. BOX 1599, JACKSON WYOMING (307) 733-2087

Issued To:

Nelson Engineering
P.O. Box 1599
Jackson, WY 83001
(307) 733-2087

Report No.: W-27976
Effective Date: June 17, 2022
Current Date: June 30, 2022
Cost: \$250.00

Property Address: 725 Upper Snow King Loop, Jackson, WY 83001

County: Teton

1. According to the last deed appearing of public record, title to the fee simple estate or interest in the land described or referred to in this Report at the effective date hereof appears to be vested in:

Jackson 53, LP, a Texas limited partnership

2. The land referred to in this Report is described as follows:

See Exhibit "A" Attached Hereto and Made a Part Hereof

Issued By:

WYOMING TITLE & ESCROW, INC.
Christina Feuz, President
Phone: 307.732.2983

This Ownership and Encumbrance Report is not a Commitment for Title Insurance nor is it an Abstract of Title. This Ownership and Encumbrance Report is for informational purposes only, does not necessarily contain all defects, liens or encumbrances of record, and may not be relied upon as a representation of the record regarding the subject property, and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Wyoming Title & Escrow
Ownership and Encumbrance Report
Report No.: W-27976

EXHIBIT "A"
LEGAL DESCRIPTION

Lot 58 of Grand View Lodges Third Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded November 14, 2013 as Plat No. 1333.

PIDN: 22-41-16-34-3-07-002

Wyoming Title & Escrow
Ownership and Encumbrance Report
Report No.: W-27976

ENCUMBRANCES WHICH AFFECT THE SUBJECT PROPERTY APPEAR TO BE (BUT ARE NOT NECESSARILY LIMITED TO) THE FOLLOWING:

1. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
2. (a) Unpatented mining claims; (b) Reservations or exceptions in patents or in acts authorizing the issuance thereof; (c) water rights claims or title to water, (d) any right title or interest in any sand and gravel and/or minerals including access to and from to extract minerals, mineral rights, or related matters, including, but not limited to oil, gas, coal and other hydrocarbons, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.
3. General taxes for the year 2022, and subsequent years, a lien in the process of assessment, not yet due or payable.

TAX NOTE:

Taxes, special and general, assessment districts and service areas, for the year 2021.

Tax ID No. OJ-008087.

1st Installment: \$89.37 PAID
2nd Installment: \$89.37 PAID

4. Assessments for the Snow King Resort Master Association, if any, which are excluded from the coverage afforded hereby.
5. Affidavit Affecting Title Re: Snow King Planned Resort District Master Plan, recorded July 19, 2001, as (instrument) 0547519 (book) 429 (page) 1, Official Records.
[B429P1](#)

Amendment to Affidavit, recorded April 12, 2012, as (instrument) 0812028 (book) 805 (page) 651 Official Records.

[B805P651](#)

Affidavit Affecting Title (Notice of Amendment to Snow King Planned Resort District Master Plan), recorded June 30, 2021, as (instrument) 1019143 Official Records.
[1019143](#)

6. All matters as delineated on the Official Plat of Grand View Lodges Second Addition to the Town of Jackson, on file and of record with the Teton County Clerk, Official Records of Teton County, State of Wyoming, Plat No. 1236.
[Plat 1236](#)
7. Terms, provisions, covenants, conditions, restrictions and easements, provided in the Declaration of Covenants, Conditions and Restrictions for the Snow King Planned Resort District, but omitting covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, in document

Wyoming Title & Escrow
Ownership and Encumbrance Report
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recorded June 18, 2009, as (instrument) 0754332 (book) 733 (page) 179, Official Records.
[B733P179](#)

Contains: Master resort association charges, assessments and liens.

First Amendment of the Declaration of Covenants, Conditions and Restrictions for the Snow King Planned Resort District recorded December 15, 2011, as (instrument) 0806353 (book) 796 (page) 428, Official Records.

[B796P428](#)

Amended and Restated Declaration of Covenants, Conditions and Restrictions recorded August 31, 2012, as (instrument) 0821160 (book) 818 (page) 118, Official Records.

[B818P118](#)

8. Restrictive Covenant Regarding Hotel Development, Condominium Rental Management Operations and Right of First Refusal, recorded August 31, 2012, as (instrument) 0821169 (book) 818 (page) 188, Official Records.
[B818P188](#)

NOTE: Subject to expirations and terminations as set out in 2, 3 and 4, therein.

First Amendment to Restrictive Covenant Regarding Hotel Development, Condominium Rental Management Operations and Right of First Refusal, recorded November 14, 2014, as (instrument) 0848316 (book) 858 (page) 827 Official Records. [B858P827](#)

9. All matters as delineated on the Official Plat of Grand View Lodges Third Addition to the Town of Jackson, on file and of record with the Teton County Clerk, Official Records of Teton County, State of Wyoming, Plat No. 1333.

[Plat 1333](#)

10. The terms, conditions and provisions as contained in the Agreement entitled "Transfer and Allocation of Development Rights", by and between Snow King Holdings, LLC, a Wyoming limited liability company and Grand View, LLC, a Wyoming limited liability company, dated April 28, 2015, recorded May 11, 2015, as (instrument) 0881537 (book) 894 (page) 809, Official Records. [B894P809](#)

11. Transfer and Allocation of Development Rights, including the terms and conditions contained therein, recorded November 25, 2020, as (instrument) 1003885, Official Records.
[1003885](#)

Transfer and Allocation of Development Rights, including the terms and conditions contained therein, recorded October 8, 2021, as (instrument) 1025921 Official Records.
[1025921](#)

12. Relocation of Roadway Access Easement Agreement, including the terms and conditions contained therein, recorded December 30, 2021, as (instrument) 1030716 , Official Records.
[1030716](#)

Wyoming Title & Escrow
Ownership and Encumbrance Report
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13. Terms, conditions and provisions of that (beneficial) easement as contained in that Warranty Deed, recorded October 26, 1998, as (book) 363 (page) 1068, Official Records.

[B363P1068](#)

14. Terms, conditions and provisions of that (beneficial) Driveway and Utility Easement, recorded July 14, 2005, as (book) 595 (page) 540, Official Records.

[B595P540](#)

NOTE: Includes road maintenance and snow removal fees.

15. Terms, conditions and provisions of that (beneficial) Easement, recorded November 19, 2008, as (book) 713 (page) 130, Official Records.

[B713P130](#)

NOTE: Includes fee per residential and/or commercial units to be constructed.

16. Terms, conditions and provisions of those (beneficial) roadway and utility easements, as shown on and/or reconfigured and rededicated on those Plats recorded as Plat Nos. 1236 and 1333.

[Plat 1236](#)

[Plat 1333](#)

17. Transfer and Allocation of Development Rights, including the terms and conditions contained therein, recorded August 27, 2021, as (instrument) 1023205 , Official Records.

[1023205](#)

18. The terms, conditions and provisions as contained in the Agreement entitled "Agreement to Convey Easements", by and between Town of Jackson and Grand View Development, LLC, a Wyoming Limited Liability, dated January 18, 2011, recorded January 19, 2011, as (instrument) 0788116 (book) 774 (page) 738, Official Records. [B774P738](#)

19. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as that Roadway Access Easement recorded January 19, 2011, as (instrument) 0788118 (book) 774 (page) 770, Official Records:

Purpose: roadway access

[B774P770](#)

20. An Agreement entitled "Water Storage Tank, Access and Maintenance Easements", by and between Grand View Development, LLC, a Wyoming limited liability company and Town of Jackson, recorded January 19, 2011, as (instrument) 0788119 (book) 774 (page) 775, Official Records. [B774P775](#)

21. An Agreement entitled "Utility, Water Supply Line and Drainage Pipe Access and Maintenance Easement", by and between Grand View Development, LLC, a Wyoming limited liability company and Town of Jackson, recorded January 19, 2011, as (instrument) 0788121 (book) 774 (page) 785, Official Records. [B774P785](#)

22. The terms, conditions and provisions as contained in the Agreement entitled "Agreement to Convey Easements (Town of Jackson)", by and between Town of Jackson and Grand View Development, LLC, a Wyoming limited liability company, dated April 16, 2004, recorded April 21, 2014, as (instrument) 0856610 (book) 867 (page) 697, Official Records. [B867P697](#)

Wyoming Title & Escrow
Ownership and Encumbrance Report
Report No.: W-27976

23. Mortgage to secure an indebtedness and any other obligations secured thereby in the amount of \$3,712,500.00, dated October 7, 2021, recorded October 8, 2021, as (instrument) 1025919 , Official Records.
Mortgagor: Jackson 53, LP, a Texas limited partnership
Mortgagee: Bank of Jackson Hole

***** End of Schedule *****

Michael J. Quan, Wyoming Professional Land Surveyor #4270
 The foregoing instrument was acknowledged before me by Michael J. Quan this
22nd day of October, 2013.
 Witness my hand and official seal.

Michael J. Quan
 Wyoming Professional Land Surveyor #4270

My commission expires 4/20/14

The foregoing instrument was acknowledged before me by Robert R. Norton, his 2/17/07 day of February 2007.

Witness my hand and official seal.

Robert R. Norton
Notary Public
State of Wyoming
My commission expires: 4/16/11

(Signature) *[Signature]* W. W. Morrison, Esq.

CERTIFICATE OF MORTGAGE

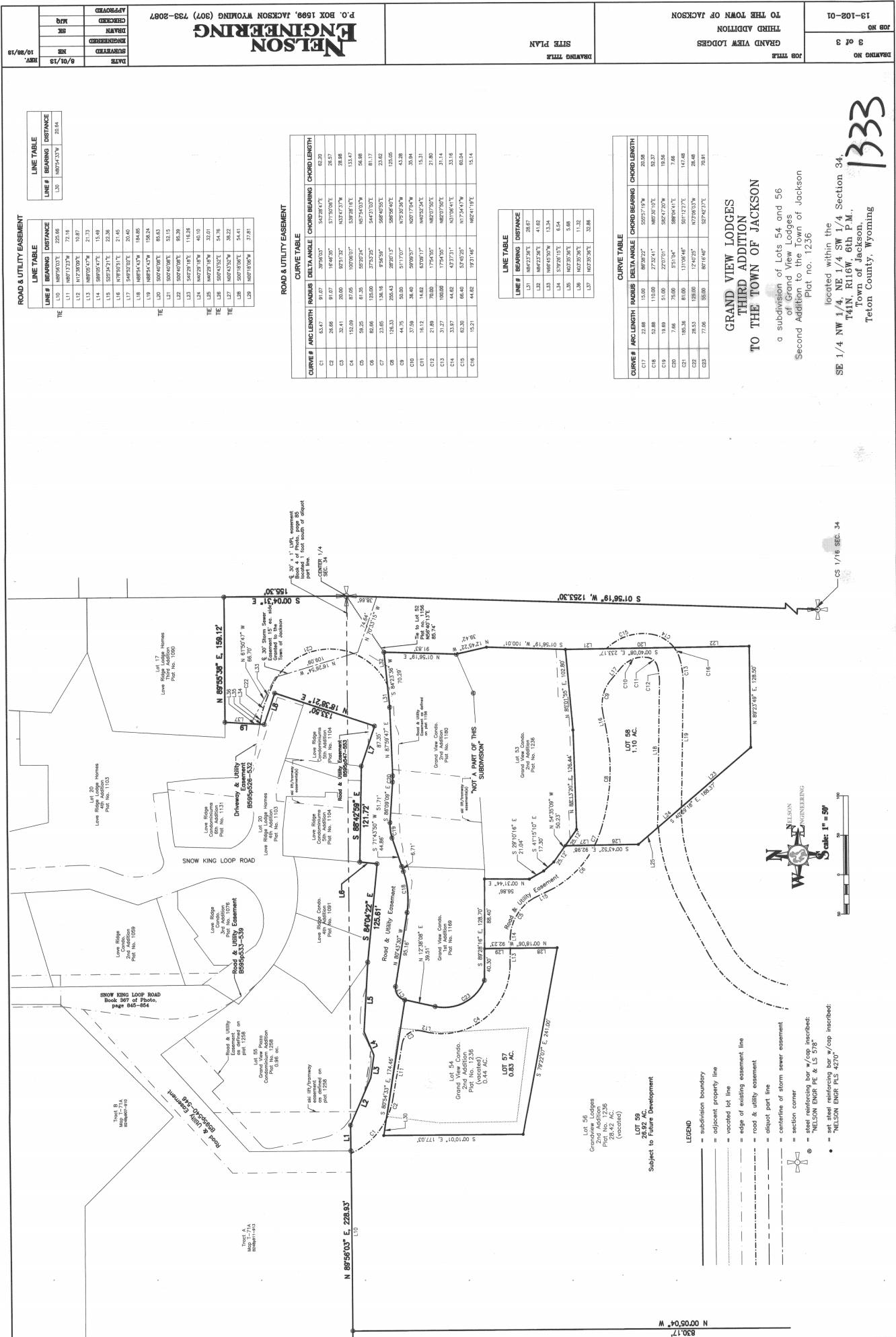
State of Wyoming):

County of Wyoming).

The undersigned, being a Notary Public in the State of Wyoming, on the 10th day of September, in the year of 1914, in the office of the undersigned, at Rockwood, Wyoming, did then and there, in the presence of John C. Moore, and others, witness and grant to the undersigned, the following mortgage:

That they do hereby agree that their mortgage given to the undersigned on the 10th day of September, in the year of 1914, in the office of the undersigned, at Rockwood, Wyoming, shall be subordinate to the aforesaid mortgage.

John C. Moore, a Wyoming Notary Public



RELOCATION OF ROADWAY ACCESS EASEMENT AGREEMENT

This RELOCATION OF ROADWAY ACCESS EASEMENT AGREEMENT ("Agreement") is made and entered into by and between Snow King Mountain Resort, LLC, a Wyoming limited liability, whose address is 575 S. Willow St., PO Box 1846, Jackson, WY 83001 ("Grantor") and the Town of Jackson, Wyoming, a municipal corporation of the State of Wyoming, whose address is 150 East Pearl Street/PO Box 1687, Jackson, Wyoming 83001 ("Grantee"), and shall be effective as of the date of final signature below ("Effective Date"). Jackson 53, LP, a Texas limited partnership is signing on to this Agreement for the sole purpose of vacating the Existing Access Easement (as defined below) pursuant to Section 1 below.

RECITALS

WHEREAS, Grantor owns certain real property in Teton County, Wyoming legally described as Lot 59 of Grand View Lodges Third Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on November 14, 2013 as Plat No. 1333; PIDN 22-41-16-34-3-07-003 ("Burdened Property"); and

WHEREAS, Grantor is a successor to Grand View Development, LLC. In 2011, Grand View Development, LLC granted Grantee a roadway access easement over a portion of the Burdened Property pursuant to a Roadway Access Easement recorded in the Office of the Teton County, Wyoming Clerk on January 19, 2011 as Document # 0788118 ("Existing Access Easement"). The Existing Access Easement reserved to Grand View Development, LLC the right to relocate the roadway described therein.

WHEREAS, Grantor, as successor to Grand View Development, LLC, desires to relocate a portion of the roadway granted by the Existing Access Easement and terminate the Existing Access Easement, on the terms and conditions contained herein. Grantee, by signing this document, consents to the proposed relocation of the roadway and vacation of the Existing Access Easement on the terms and conditions contained herein.

WHEREAS, the Parties also seek to clarify Grantee's access rights to certain easements, improvements and infrastructure pursuant to previously recorded instruments on the terms and conditions contained herein.

NOW, THEREFORE, in consideration of \$10.00, the above recitals, which are incorporated herein by reference, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. **Termination of Existing Access Easement.** The Parties hereby vacate and terminate the Existing Access Easement to the extent such Existing Access Easement burdens the (1) Burdened Property; and (2) Lot 57 of the Grand View Lodges Third Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on November 14, 2013 as Plat No. 1333; PIDN 22-41-16-34-3-07-001 ("Lot 57"); and (3) Lot 53 of the Grand View Lodges Second Addition to the Town of Jackson, Teton County, Wyoming according to that Plat recorded in the Office of the Teton County Clerk on April 11, 2008 as Plat No. 1236; PIDN 22-41-16-34-3-04-001 ("Lot 53"); and (4) Lot 58 of the Grand View Lodges Third Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on November 14, 2013 as Plat No. 1333; PIDN 22-41-16-34-3-07-002 ("Lot 58"). For the sake of clarity, it is the intent of the Parties that the Existing Access Easement is hereby terminated with respect to the Burdened Property, Lot 57, Lot 53, and Lot 58.

GRANTOR: SNOW KING MOUNTAIN RESORT LLC

GRANTEE: TOWN OF JACKSON

Doc 1030716 Filed At 10:34 ON 12/30/21

Maureen Murphy Teton County Clerk fees: 39.00

By Corrina Dorman Deputy Clerk

Lot 53, LP, as owner of Lot 53 and Lot 58, is signing on to this Agreement for the sole purpose of vacating the Existing Access Easement with respect to those lots.

2. **Grant of Non-Exclusive, In Gross Easement.** Grantor, as owner of the Burdened Property, grants and conveys to Grantee and Grantee's employees, agents, contractors and licensees, a permanent, non-exclusive roadway access easement in gross for roadway, access, ingress, and egress purposes over that portion of the Burdened Property legally described in **Exhibit A** and graphically depicted in **Exhibit B**, which exhibits are incorporated herein by reference ("Roadway Easement").
3. **Operation.** Grantee shall be permitted to operate and temporarily park within the Roadway Easement all equipment, including all reasonably necessary trucks and grading equipment, necessary for Grantee to exercise its rights and obligations under the Water Storage Tank, Access and Maintenance Easements, recorded at Bk. 774, p. 775, except that equipment, trucks and grading equipment shall not be stored or parked for any period of time under Grantor's existing or relocated Mountain Coaster on the Burdened Property.
4. **Restrictions.** Grantor's grant of this Roadway Easement to Grantee is subject to the following conditions, and by signing this Agreement, Grantee agrees to be bound by the following conditions in its use of the Roadway Easement:
 - A. Grantee shall use the rights granted herein with due regard to the rights of others, and shall not use the Roadway Easement in any way that would impair the rights of Grantor or others to the use of the same.
 - B. Grantee shall not temporarily park or store vehicles or equipment within the Roadway Easement in a manner that obstructs passage by Grantor or others who may have rights within the Roadway Easement.
5. **Reservation.** Grantor hereby reserves unto itself, its guests, invitees, legal representatives, heirs, successors and assigns, the right to use the surface and subsurface of the Roadway Easement, provided such use does not unreasonably impair, interfere with, or obstruct the use of the Roadway 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 Roadway Easement for any purpose Grantor deems necessary in Grantor's sole discretion, provided such additional easements do not unreasonably impair, interfere with, or obstruct the use of the Roadway Easement by Grantee. Grantor further reserves unto itself, its heirs, successors and assigns, the right to relocate the Roadway Easement on the Burdened Property, provided such relocation does not unreasonably impair, interfere with, or obstruct Grantee's rights herein. If Grantor exercises its relocation rights hereunder, Grantor shall be solely responsible for the costs of relocating of the Roadway Easement within the Burdened Property.
6. **Binding Effect.** The Roadway Easement shall burden the Burdened Property and benefit the Grantee.
7. **Costs and Expenses; Maintenance.** Initial construction of the travel surface within the Roadway Easement shall be at the expense of the Grantor.

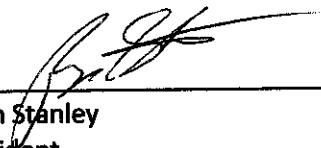
8. **Mechanics Liens.** Grantee shall not allow, permit or take any action which may give rise to a lien on the Burdened Property without the consent of the Grantor, provided however, that inchoate liens for work not yet due and payable shall not be deemed to be a violation of this Section. If a lien is filed against the Burdened Property because of Grantee's actions, Grantee shall cause such lien to be released within 30 days after the Grantor's receipt of actual notice of the filing thereof, including furnishing a bond or other security as required by law to discharge and release the lien against the Burdened Property. If Grantee fails to remove a lien described in this section, then the Grantor shall have the right, after providing written notice to Grantee, to take all steps reasonably necessary to have the lien removed and Grantee shall jointly and severally indemnify the Grantor for all actual costs and expenses reasonably incurred by the Grantor in having the lien removed from the Burdened Property, including reasonable attorney's fees actually incurred by the Grantor in having the lien removed.
9. **No Assumption of Liability.** Grantor, by granting, declaring, and establishing the Roadway 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 or the Roadway Easement.
10. **Easement in Gross.** The Roadway Easement granted herein is a commercial 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 other property to use the Roadway Easement or enter onto the Burdened Property. Grantee shall not have the right to lease, assign or otherwise permit the use of the Roadway Easement by any other person or entity other than to Grantee's employees, agents, contractors, and licensees. Grantee shall not assign any of its rights, privileges, obligations, or duties hereunder without the prior written consent of Grantor.
11. **Roadway Access Clarification.** Grantor's predecessor in title granted Grantee easements for certain improvements and infrastructure pursuant to the following instruments: (1) Agreement to Convey Easements recorded January 19, 2011 in the Office of the Teton County Clerk as Document Number 0788116; (2) Water Storage Tank, Access and Maintenance Easements recorded January 19, 2011 as Document Number 0788119; (3) Utility, Water Supply Line and Drainage Pipe Access and Maintenance Easement recorded January 19, 2011 as Document Number 0788121 (collectively, "Town Easements"). Grantee agrees that it shall only use the Roadway Easement granted herein to access its improvements and infrastructure permitted and constructed pursuant to the Town Easements.
12. **Indemnification.** Grantee agrees to indemnify, defend and hold harmless Grantor, its members, managers, officers, employees, agents successors and assigns ("Indemnified Parties") from and against any and all liabilities, loss, claims, demands, liens, damages, penalties, fines, costs and expenses, including reasonable attorneys' fees and all damage to property (collectively, "Losses"), arising out of or attributable to use of the Roadway Easement by Grantee and its employees, agents, contractors and licensees, unless such Losses are caused by the willful misconduct or gross negligence of Grantor or its employees or agents.

13. **Enforcement and Remedies.** Grantor and Grantee shall be entitled to enforce this Agreement by specific performance, injunction, or by bringing an action for damages. The prevailing party in an action brought under this Agreement shall be entitled to recover from the other party or parties, as the case may be, reasonable attorneys' fees and costs, in addition to all other relief provided by law or in equity.
14. **Notices.** All notices or other communications to be given to the parties to this Agreement shall be transmitted by one of the following methods: hand delivery; prepaid overnight courier; or by postage paid certified mail, return receipt requested, to the addresses noted above, or at such other address as one party notifies the other in writing pursuant to this Section. Notice shall be effective immediately when hand delivered, 1 day after being deposited with an overnight courier or 5 business days after being placed in the mail.
15. **Amendments.** Any modifications, amendments, or changes to any of the provisions of this Agreement shall be effective only if in writing and executed by all parties to this Agreement.
16. **Governing Law.** This Agreement shall be construed, performed, and enforced in accordance with, and governed by, the laws of the State of Wyoming. Venue for any lawsuit brought under this Agreement shall lie exclusively in the 9th Judicial Circuit, Teton County, Wyoming. The descriptive headings of the sections contained in this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions herein. It is expressly agreed by the parties that the judicial rule of construction that a document should be more strictly construed against the draftsperson thereof shall not apply to any provision of this Agreement.
17. **Recordation.** This Agreement shall be recorded in the land records of the Office of the Teton County, Wyoming Clerk.
18. **Severability.** If any provision of this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of any other provisions of this Agreement.
19. **Counterparts.** This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one document.
20. **Governmental Immunity.** Grantee does not waive its sovereign or governmental immunity by entering this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or arising out of this Agreement.

IN WITNESS WHEREOF, this Agreement was executed on the date of signatures set forth below.

GRANTOR

Snow King Mountain Resort, LLC, a Wyoming limited liability company



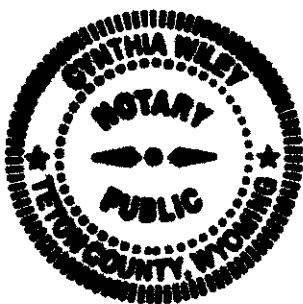
Date: Nov 22, 2021

By: Ryan Stanley
Its: President

STATE OF WYOMING)
) ss
COUNTY OF TETON)

On this 22nd day of November, 2021, before me, the undersigned Notary Public, personally appeared Ryan Stanley for Snow King Mountain Resort, LLC, a Wyoming limited liability company, and known to me, or proven by satisfactory evidence, to be the President of the company that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the company, by authority of Statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that such person is authorized to execute said instrument on behalf of the limited liability company.

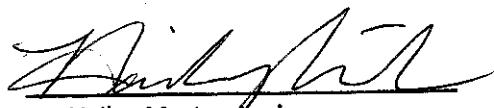
Witness my hand and official seal.



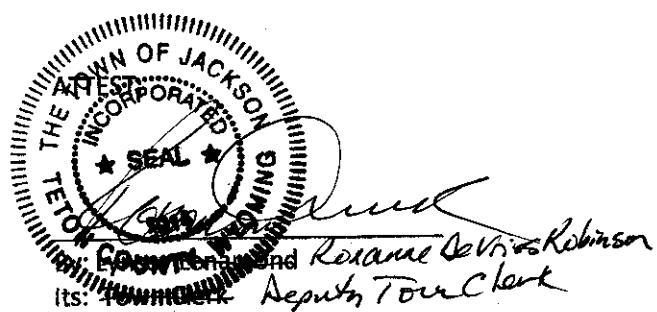
Cynthia Wiley
Notary Public
6/18/25 - exp.

Grantee

Town of Jackson, a municipal corporation of the State of Wyoming

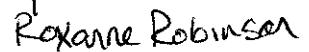


By: Hailey Morton Levinson
Its: Mayor

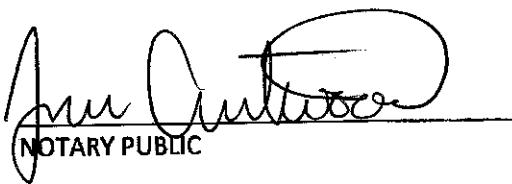
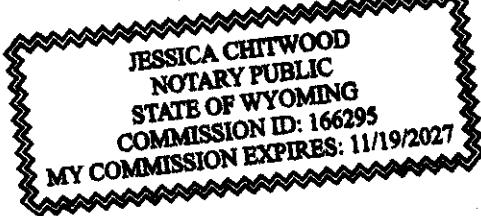


STATE OF WYOMING)
COUNTY OF TETON) ss

On this 22nd day of December, 2021, before me, the undersigned Notary Public, personally appeared Hailey Morton Levinson, as Mayor for the Town of Jackson, Wyoming, and Lynsey Lenamond, as Town Clerk for the Town of Jackson, Wyoming, who are each personally known to me or have each established their identity and authority to me by reasonable proof.



Witness my hand and official seal.


NOTARY PUBLIC

Lot 53, LP, a Texas limited partnership who is signing on to this Agreement for the sole purpose of vacating the Existing Access Easement pursuant to Section 1 herein.

Lot 53, LP, a Texas limited partnership

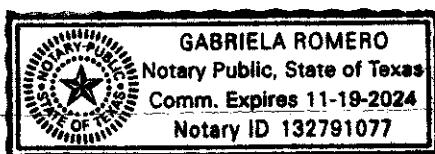
By: Astrea Jackson 53 GP, LLC, a Texas limited liability company,
Its General Partner

By: Robert Liberi
Its: President

STATE OF Texas)
) ss
COUNTY OF Dallas)

This instrument was acknowledged before me on the 9 day of November 2021, by Robert Liberi of Astrea Jackson 53 GP, LLC a Texas limited liability company, the general partner of Jackson 53, LP a Texas limited partnership before me, the undersigned Notary Public.

Witness my hand and official seal.



Gabriela
NOTARY PUBLIC

EXHIBIT A

A strip of land thirty foot wide for the purpose of providing access to the existing Town of Jackson water tank, located within Lot 59 of Grand View Lodges Third Addition to the Town of Jackson, Plat No. 1333, and described within Warranty Deed, document no. 0940823, records of the Clerk of Teton County, Wyoming and being located in the NE 1/4 SW 1/4 of Section 34, Township 41 North, Range 116 West, 6th P.M., Teton County, Wyoming, said 30-foot-wide easement being 15 feet each side of the following described centerline:

Beginning at a point on the southerly Road & Utility Easement as shown on Said Plat No. 1333 and being S 87°55'49" W, a distance of 692.97 feet from the Center Quarter Corner of Said Section 34;

Thence S 34°40'26" W, a distance of 10.51 feet to a circular curve to the left;
Thence along said curve having a radius of 50.00 feet, a chord of 15.57 feet, bearing S25°43'01" W, through a central angle of 17°54'50", an arc distance of 15.63 feet;
Thence S16°45'36" W, a distance of 92.61 feet to a circular curve to the left;
Thence along said curve having a radius of 150.00 feet, a chord of 12.92 feet, bearing S14°17'33" W, through a central angle of 04°56'06", an arc distance of 12.92 feet;
Thence S11°49'30" W, a distance of 79.07 feet to a circular curve to the left;
Thence along said curve having a radius of 100.00 feet, a chord of 31.44 feet, bearing S02°46'54" W, through a central angle of 18°06'11", an arc distance of 31.57 feet;
Thence S06°15'41" E, a distance of 21.58 feet to a circular curve to the left;
Thence along said curve having a radius of 135.00 feet, a chord of 193.32 feet, bearing S51°42'56" E, through a central angle of 91°27'05", an arc distance of 215.48 feet;
Thence N82°33'32" E, a distance of 17.01 feet to a circular curve to the right;
Thence along said curve having a radius of 120.00 feet, a chord of 25.00 feet, bearing N88°32'19" E, through a central angle of 11°57'34", an arc distance of 25.05 feet;
Thence S85°28'54" E, a distance of 119.60 feet to a circular curve to the right;
Thence along said curve having a radius of 28.00 feet, a chord of 53.94 feet, bearing S11°04'05" E, through a central angle of 148°49'38", an arc distance of 72.73 feet;
Thence S93°20'44" W, a distance of 26.91 feet to a circular curve to the left;
Thence along said curve having a radius of 120.00 feet, a chord of 110.34 feet, bearing S34°01'12" W, through a central angle of 54°44'26", an arc distance of 114.85 feet to a compound curve to the left;
Thence along said curve having a radius of 24.00 feet, a chord of 33.09 feet, bearing S36°58'24" E, through a central angle of 87°08'46", an arc distance of 36.50 feet;
Thence S80°29'47" E, a distance of 234.19 feet to a circular curve to the right;
Thence along said curve having a radius of 78.00 feet, a chord of 138.02 feet, bearing S18°16'37" E, through a central angle of 124°26'19", an arc distance of 169.41 feet;
Thence S43°58'33" W, a distance of 113.71 feet to a circular curve to the left;
Thence along said curve having a radius of 30.00 feet, a chord of 44.03 feet, bearing S03°16'15" E, through a central angle of 94°25'38", an arc distance of 49.44 feet;
Thence S50°29'02" E, a distance of 187.81 feet to a circular curve to the right;
Thence along said curve having a radius of 207.00 feet, a chord of 169.45 feet, bearing S26°19'25" E, through a central angle of 48°19'14", an arc distance of 174.57 feet;
Thence S02°09'48" E, a distance of 45.12 feet to the northerly line of that Water Storage Tank Easement described in Book 774, pages 775-779 and being the end of this description.

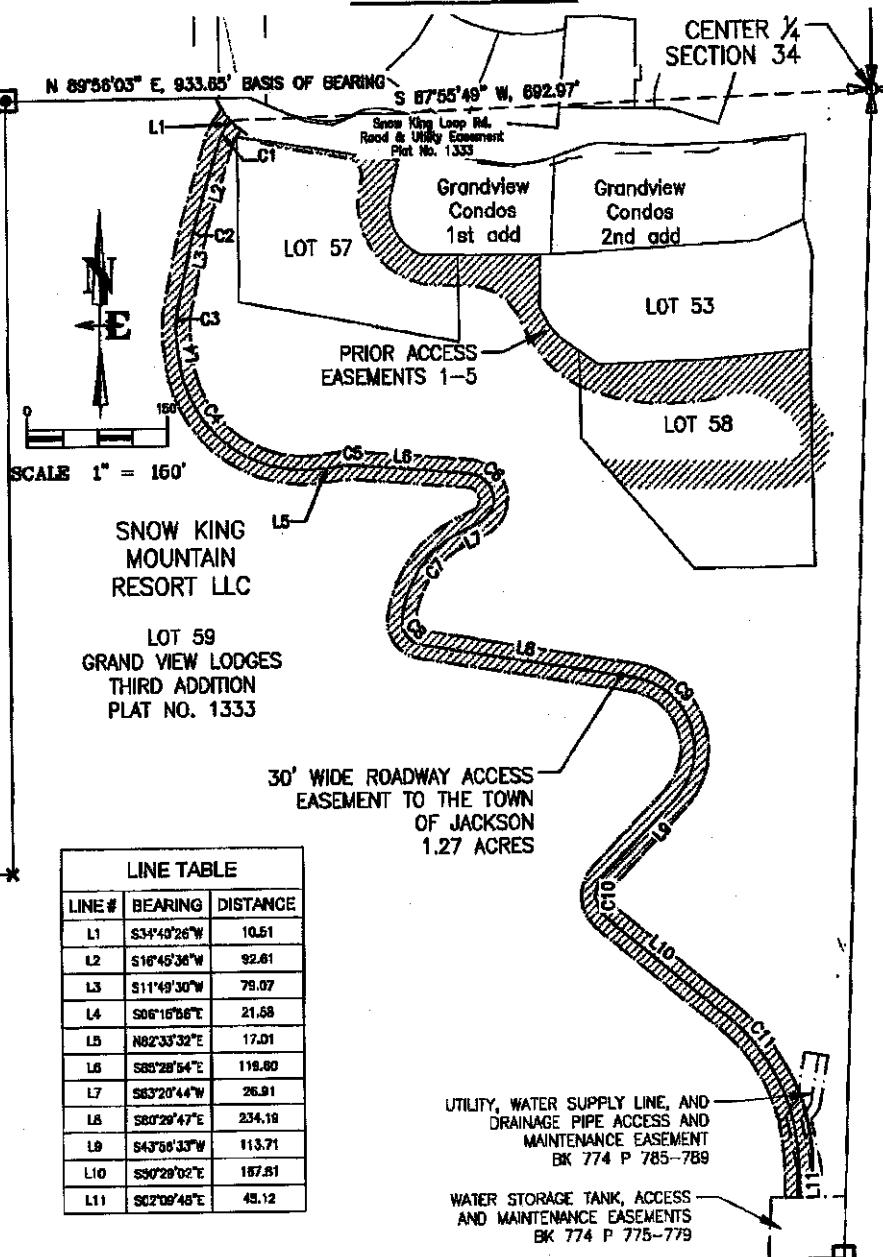
The sidelines to be lengthened or shortened to terminate on described lines.

Said easement contains 1.27 acres, more or less, and is subject to any easements, rights-of-way, reservations or restrictions of sight and/or of record.

The Basis of Bearing for this description is N89°56'03" E along the North Line of the NE1/4 SW1/4 of Section 34,

All as shown on Exhibit "B" attached hereto and by this reference made a part hereof.

EXHIBIT B



| CURVE # | ARC LENGTH | RADIUS | DELTA ANGLE | CHORD BEARING | CHORD LENGTH |
|---------|------------|--------|--------------|---------------|--------------|
| C1 | 16.83 | 50.00 | 175°54"0" | S25°43'01" W | 16.57 |
| C2 | 12.92 | 150.00 | 45°06"0" | S14°17'33" W | 12.92 |
| C3 | 31.67 | 100.00 | 180°05'11"0" | S02°46'54" W | 31.44 |
| C4 | 215.48 | 135.00 | 81°27'05"0" | S1°42'56" E | 193.32 |
| C5 | 25.05 | 120.00 | 11°57'34"0" | N88°32'19" E | 25.00 |
| C6 | 72.73 | 26.00 | 148°49'36"0" | S11°04'05" E | 63.84 |
| C7 | 114.85 | 120.00 | 54°44'28"0" | S34°01'12" W | 110.34 |
| C8 | 36.50 | 24.00 | 87°08'48"0" | S38°55'24" E | 33.09 |
| C9 | 169.41 | 78.00 | 124°25'10"0" | S18°16'37" E | 136.02 |
| C10 | 49.44 | 30.00 | 94°25'35"0" | S03°16'18" E | 44.03 |
| C11 | 174.57 | 207.00 | 48°19'14"0" | S28°18'25" E | 168.45 |

| | | | | |
|---------------------|---|--|--|-------------------|
| DRAWING NO 1 | DRAWING TITLE SNOW KING MOUNTAIN RESORT ROADWAY ACCESS EASEMENT TO THE TOWN OF JACKSON | NELSON ENGINEERING <small>P.O. BOX 1699, JACKSON, WYOMING (307) 733-2087</small> | | DATE 8/10/2003 |
| JOB NO 19-262-01 | | ENGINEERED | | |
| | | DRAWN | | SR |
| | | CHECKED | | |
| | | APPROVED | | SR |