



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
- ☐ Joint Housing Dept

Teton County

- ☐ Planning Division

- ☐ Engineer
- ☒ Surveyor
- ☐ 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: September 12, 2022	REQUESTS: The applicant is re-submitting a request for a Subdivision Plat for the properties located at 445 E. Kelly Ave. and the parcel to the north, legally known as PT SE1/4NW1/4, SEC. 34, TWP. 41, RNG. 116., PIDN: 22-41-16-34-2-00-027 and 028 For questions, please call Tyler Valentine at 733-0440, x1303 or email to the address shown below. Thank you.
Item #: P22-066R	
Planner: Tyler Valentine Phone: 733-0440 ext. 1305 Email: tvalentine@jacksonwy.gov	
Owner: Teton County PO Box 1727 Jackson, WY 83001 Applicant: Jackson/Teton County Affordable Housing PO Box 714 Jackson WY 83001	
Please respond by: September 16, 2022 (with Comments)	

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

TERMINATION OF EASEMENT

1. An easement was created and described in a document recorded June 21, 1991, as (instrument) 311926 (book) 238 of Mixed Records (page) 1020-1022, in the Teton County Clerk's Official Records: Purpose: Underground pipes, mains, and sewer lines (Parcel 2) B238P1020 ("Easement"). Copy of original Easement recording is attached hereto as Exhibit A and incorporated by reference as if fully set forth herein.
2. The undersigned, Town of Jackson, a municipal corporation of the State of Wyoming, is solely benefitted by the Easement.
3. The Easement burdens that certain real property currently owned by Teton County, a duly organized county of the State of Wyoming, and legally described in Exhibit B (the "Property").
4. This Easement is to be replaced by a new utility easement benefitting the Town of Jackson.
5. The Town of Jackson hereby provides a release of the Easement as set forth below:

Now, therefore, in exchange for the grant of a new utility easement to be recorded concurrent with subdivision plat of the Property and for good and valuable consideration as hereby acknowledged, the Town of Jackson does, by this instrument, release, vacate and terminate any and all rights, privileges and use of the Easement described above; it being the intention of the Town of Jackson to terminate such Easement and render null and void the Easement with said termination to be effective as of the date of recordation of this document with the Clerk's Office of Teton County, Wyoming and shall be effective against all of the Town of Jackson's heirs, successors and assigns and such vacation shall run with the land and be binding against any future owner of the Property.

IN WITNESS WHEREOF, the Town of Jackson has hereby executed this Termination of Easement this ____ day of _____, 2022.

Town of Jackson:

Hailey Morton Levinson, Mayor

Attest:

Riley Taylor, Town of Jackson Clerk

Acknowledgment

State of Wyoming)
) ss
County of Teton)

On this ____ day of _____, 2022, before me, the undersigned Notary Public, personally appeared Hailey Morton Levinson, Mayor for Town of Jackson, Wyoming, a municipal corporation of the State of Wyoming, and Riley Taylor, Town of Jackson Clerk and the above document was acknowledged before me.

Notary Public

Exhibit A - Copy of Original Easement Recording

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that for Ten (\$10) Dollars and other good and valuable consideration, receipt whereof being hereby acknowledged, NORRIS and GRACE BROWN, husband and wife, of Teton County, Wyoming, hereinafter called the "Grantor", hereby grants to the TOWN OF JACKSON, a municipal corporation of the State of Wyoming, its successors and assigns, hereinafter called the "Grantee", the right to lay out, construct, inspect, operate, maintain and repair underground pipelines, mains or sewers, and necessary and appurtenant manhole structures, together with the right to excavate and refill ditches and trenches for the location of said pipelines, mains and appurtenant structures, and the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction and maintenance of said pipelines, mains or sewers, and for the foregoing described purposes grant for the use of the Grantee, and a permanent utility easement over, under and across the tracts described on Exhibit "A" attached hereto and by this reference made a part hereof.

The Grantors also grant the right of ingress and egress to and from said described lands over and across reasonable routes approved by the Grantors for the purpose of exercising by the Grantee the rights granted by this easement.

The grant herein defined is an easement and shall be perpetual so long as the same is used for the aforementioned purposes. The Grantors will not use or permit to be used, the property subject to the permanent easement for any purpose whatsoever which would interfere with the use hereby granted to the Grantee; provided, however, that the Grantors may use the subject property for agriculture, parking, storage or road purposes, and may place anything which is moveable upon the property. The Grantee shall repair or replace any items which it shall move from the conveyed property and shall repair any damage by reason of the Grantee's use of the property as contemplated by this easement.

IN WITNESS WHEREOF, we have hereunto set our hands this 18 day of June, 1990, hereby waiving and releasing all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

Norris Brown
NORRIS BROWN

Grace Brown
GRACE BROWN

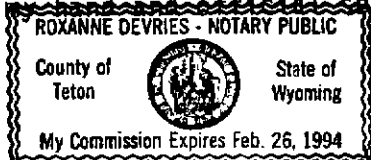
RELEASED	
INDEXED	
ABSTRACTED	✓

Grantor: BROWN, NORRIS Et UX
Grantee: TOWN OF JACKSON
Doc 311926 bk 238 pg 1020-1022 Filed at 2:47 on 06/21/91
V Jolynn Coonce, Teton County Clerk fees: 8.00
By CLATRE K ABRAMS Deputy

STATE OF WYOMING)
COUNTY OF TETON) ss.

The foregoing instrument was acknowledged before me this 18 day of June, 1990, by Norris & Grace Brown.

Witness ~~my hand and official seal.~~



Roxanne Devries
Notary Public

MY COMMISSION EXPIRES: Feb 26, 1994

The foregoing easement is hereby accepted by the Town of Jackson this 18th day of June, 1990.

TOWN OF JACKSON

BY: William M. Mather

MAYOR

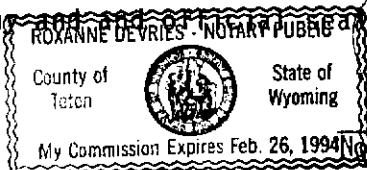
ATTEST:

Roseanne M. Mather
TOWN CLERK

STATE OF WYOMING)
COUNTY OF TETON) ss.

The foregoing instrument was acknowledged before me by Sam Clark, Mayor and Sadie Hines, Town Clerk of the Town of Jackson this 18 day of June, 1990.

Witness me ~~and my official seal.~~



Roxanne Devries
Notary Public

MY COMMISSION EXPIRES: Feb 26, 1994

EXHIBIT A

An easement for installation, repair and maintenance of sanitary sewerline and accessories over, across and through a portion of the SE1/4 NW1/4, Section 34, T41N, R116W, 6th PM, Teton County, Wyoming, being more particularly described as follows:

The northerly 20' of that tract described in Book 140 of Photo on Page 39 in the office of the Teton County Clerk.

Exhibit B – Legal Description of Property

A tract of land lying wholly within the SE¼NW¼, Section 34, T41N, R116W, 6th P.M., Teton County, Wyoming, and
being more particularly described as follows:

Beginning at a point S89°57'42"W, 295.83 feet from a 5/8 inch diameter rebar which is S0°02'18"E, 1465.30 feet from the N¼ corner of said Section 34;

Thence N0°02'18"W, 136.65 feet to a point;

Thence S89°39'12"W, 160.00 feet to a point;

Thence S0°02'18"E, 135.76 feet to a point;

Thence N89°57'42"E, 160.00 feet to the Point of Beginning, said points being marked by a 5/8 inch diameter by 16 inch long steel reinforcing bar with aluminum Surv-Kap inscribed "NELSON ENGR PE & LS 578";

The Basis of Bearing being N0°02'18"W, along the north-south centerline of said Section 34.

PIDN: 22-41-16-34-2-00-028

TERMINATION OF EASEMENT

1. An easement was created and described in a document recorded June 21, 1991, as (instrument) 311927 (book) 238 of Mixed Records (page) 1023-1025, in the Teton County Clerk's Official Records: Purpose: Access and underground utilities B238P1023 ("Easement"). Copy of original Easement recording is attached hereto as Exhibit A and incorporated by reference as if fully set forth herein.
2. The undersigned, Teton County, a duly organized county of the State of Wyoming (the "Owner"), is the owner of that certain property legally described on the attached Exhibit B (the "Benefitted Property") which is benefitted by the Easement.
3. The Easement burdens that certain real property currently owned by the Town of Jackson, a municipal corporation of the State of Wyoming, and legally described in Exhibit C (the "Burdened Property").
4. This Easement is no longer necessary for access and underground utilities to serve the Benefitted Property.
5. The Owner hereby provides a release of the Easement as set forth below:

Now, therefore, for good and valuable consideration as hereby acknowledged, the Owner does, by this instrument, release, vacate and terminate any and all rights, privileges and use of the Easement described above; it being the intention of the Owner to terminate such Easement and render null and void the Easement with said termination to be effective as of the date of recordation of this document with the Clerk's Office of Teton County, Wyoming and shall be effective against all of Owner's heirs, successors and assigns and such vacation shall run with the land and be binding against any future owner of the Benefitted Property or the Burdened Property.

IN WITNESS WHEREOF, the Owner has hereby executed this Termination of Easement this ____ day of _____, 2022.

OWNER:

Natalia D. Macker, Chair, Teton County Board of County Commissioners

Attest:

Maureen E. Murphy, Teton County Clerk

Acknowledgment

State of Wyoming)
) ss
County of Teton)

On this ____ day of _____, 2022, before me, the undersigned Notary Public, personally appeared Natalia D. Macker, Board of County Commissioners Chair for Teton County, Wyoming, a duly organized county of the State of Wyoming, and Maureen E. Murphy, Teton County Clerk and the above document was acknowledged before me.

Notary Public

Exhibit A: Copy of Original Easement Recording
ACCESS EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid, receipt whereof being hereby acknowledged by Grantor, the Town of Jackson, a Municipal Corporation of the State of Wyoming, of P. O. Box 1687, Jackson, Wyoming 83001, GRANTOR, hereby grants and conveys to Norris Brown, Jr. and Grace Brown, husband and wife, their successors and assigns, of P. O. Box 189, Jackson, Wyoming 830001, GRANTEES, an easement for the purpose of access, ingress, egress and underground utility purposes, over, under and across that property described on Exhibit "A" attached hereto and as depicted on the map attached hereto as Exhibit "B", and by this reference made a part hereof.

The within grant is an easement running with the land and shall be perpetual so long as it is used for the above-described purposes and shall be appurtenant to those parcels of real property being tracts of land lying wholly within the SE1/4NW1/4, Section 34, T41N, R116W, Teton County, Wyoming, as more particularly described in that Warranty Deed dated the 20th day of February, 1973 and recorded in the Office of the Teton County Clerk on the 23rd day of February, 1973, in Book 23 of Photo, page 419, and that Warranty Deed dated the 1st day of June, 1983 and recorded in the Office of the Teton County Clerk on the 2nd day of June, 1983, in Book 140 of Photo, page 39.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand this 16th day of June, 1991.

GRANTOR:

TOWN OF JACKSON

BY: William C. Westbrook, Jr.

its Mayor

ATTEST:

BY: Jacqueline I. Lynes

its Town Clerk

Grantor: TOWN OF JACKSON

Grantee: BROWN, NORRIS JR ET UX

Doc 311927 bk 238 pg 1023-1025 Filed at 2:48 on 06/21/91

V Jolynn Coance, Teton County Clerk fees: 8.00

By CLAIRE K ABRAMS

Deputy

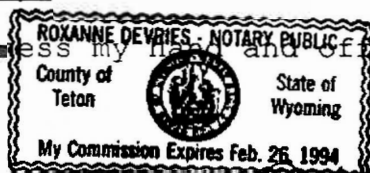
STATE OF WYOMING)

) ss.

COUNTY OF TETON)

The foregoing instrument was acknowledged before me by William C. Westbrook, Jr. and Jacqueline I. Lynes, as Mayor and Town Clerk, respectively, of the Town of Jackson this 16 day of June, 1991.

Witness my hand and official seal.



Roxanne Devries
Notary Public

My Commission Expires: Feb 26, 1994

RELEASED	
INDEXED	
ABSTRACTED	<u>1</u>

EXHIBIT A

A portion of Tract C as shown on Map T-80 as recorded in the Office of the Clerk of Teton County, Wyoming and being situated in the SE1/4 NW1/4 of Section 34, T41N, R116W, 6th PM, Teton County, Wyoming, and being more particularly described as follows:

Beginning at a Point on the westerly boundary of said Tract C which lies N19°15'30"E, 38.00 feet from the southwesterly corner of said Tract;

Thence along said westerly boundary of said Tract, N19°15'30"E, 197.60 feet to the northwesterly corner of said Tract C;

Thence S0°42'29"W, 62.87 feet;

Thence S19°15'30"W, 84.00 feet;

Thence S39°34'53"W, 57.58 feet to the Point of Beginning.

Containing 2816 square feet, more or less, and subject to easements, rights-of-way, reservations or restrictions, of sight or of record.

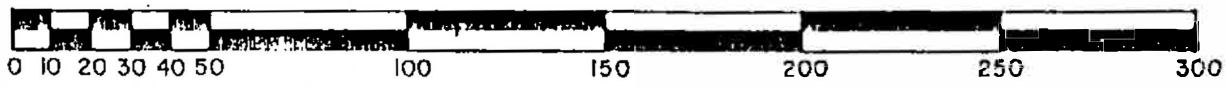
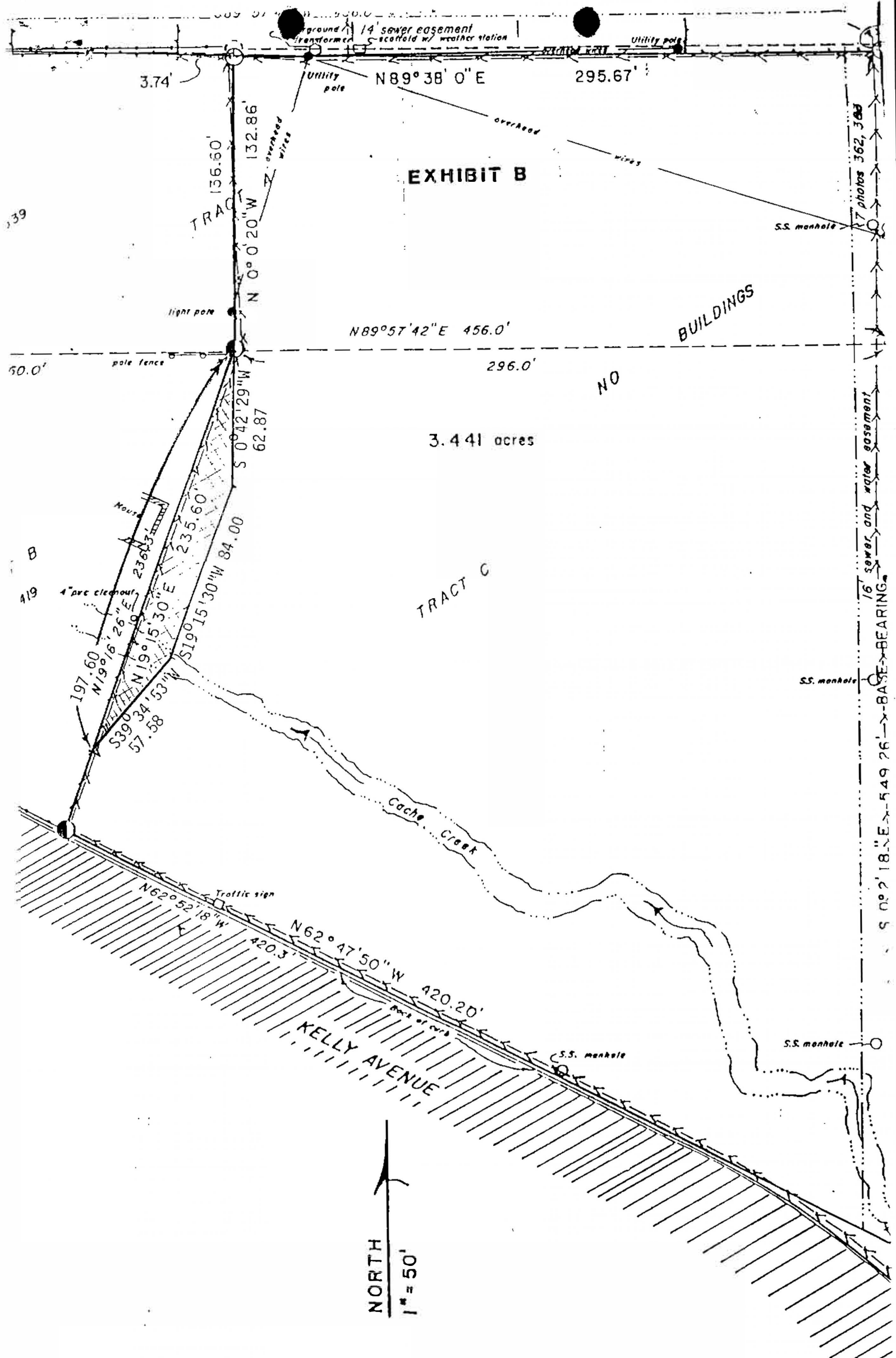


Exhibit B – Legal Description of Benefitted Property

Parcel One:

A tract of land lying wholly within the SE¼NW¼, Section 34, T41N, R116W, 6th P.M., Teton County, Wyoming, and
being more particularly described as follows:

Beginning at a point S0°02'18" E, 1465.0 feet, and S89°57'42"W, 456 feet from the N¼ corner of said Section 34;

Thence S0°02'18"E, 181.0 feet to a point;

Thence S62°52'18"E, 92.0 feet to a point;

Thence N19°16'26"E, 236.30 feet to a point;

Thence S 89°57'42"W, 160 feet to the Point of Beginning;

The Basis of Bearing being N0°02'18"W, along the north-south centerline of said Section 34.

Parcel Two:

A tract of land lying wholly within the SE¼NW¼, Section 34, T41N, R116W, 6th P.M., Teton County, Wyoming, and
being more particularly described as follows:

Beginning at a point S89°57'42"W, 295.83 feet from a 5/8 inch diameter rebar which is S0°02'18"E, 1465.30 feet from the N¼ corner of said Section 34;

Thence N0°02'18"W, 136.65 feet to a point;

Thence S89°39'12"W, 160.00 feet to a point;

Thence S0°02'18"E, 135.76 feet to a point;

Thence N89°57'42"E, 160.00 feet to the Point of Beginning, said points being marked by a 5/8 inch diameter by 16 inch long steel reinforcing bar with aluminum Surv-Kap inscribed "NELSON ENGR PE & LS 578";

The Basis of Bearing being N0°02'18"W, along the north-south centerline of said Section 34.

PIDN: 22-41-16-34-2-00-027, 22-41-16-34-2-00-028

Exhibit C – Legal Description of Burdened Property

A parcel of land in the SE1/4 of the NW1/4 of Section 34, T41N, R116W, 6th PM, Teton County, Wyoming, being a portion of Tract A and all of Tract C as shown on Map T-80A as recorded in the Office of the Clerk of Teton County, Wyoming and being more particularly described as follows:

Beginning at the Southeast corner of said Tract C, a point on the North line of Kelly Avenue;

Thence along said North line, Kelly Avenue, N62°47'50"W 420.20 feet to the Southeast corner of Tract B as shown on Map T-80A;

Thence along the East boundary of said Tract B, N19°15'30"E 235.60 feet to the Northeast corner of said Tract B;

Thence along the East boundary of that Record Parcel in Book 140 of Photos, page 39 as recorded in the Office of the Teton County Clerk, N0°0'20"W 132.86 feet to a point;

Thence N89°38'0"E 295.67 feet to a point on the East boundary of said Tract A, Map T-80A;

Thence along the East boundary of said Tracts A and C, S0°2'18"E 549.26 feet to the Point of Beginning.

Said parcel contains 3.441 acres, more or less, and is subject to any easements, rights-of-way, mining or mineral reservations, of sight or of record, legally acquired.

PIDN: 22-41-16-34-2-00-024

State of Wyoming))) ss
County of Teton)

that this plat was made from the notes and data of an actual survey conducted on October 11 of 2021, and from records on file with the Office of the Clerk of Teton County, Wyoming, and that it correctly represents the boundaries, property corners, and site conditions found at the time of said survey;

that the foregoing 445 EAST KELLY AVENUE ADDITION TO THE TOWN OF JACKSON is identical to the parcels of land conveyed in that Warranty Deed recorded as Document No. 992546 in the Office of the Clerk of Teton County, Wyoming, being more particularly described as follows:

Said parcel encompasses 1.08 acres, more or less.

David Fehringer
Wyoming PLS License No. 10052

The foregoing instrument was acknowledged before me by David Fehringer on this _____ day of _____, 2022.
Witness my hand and official seal.

Notary Public My commission expires:

State of Wyoming))) ss
County of Teton)

that the name of this subdivision shall be 445 EAST KELLY AVENUE ADDITION TO THE TOWN OF JACKSON;

that this subdivision contains 6 lots, LOT 1 through LOT 6, as shown hereon;

that this subdivision is subject to an access and utility easement as recorded in document #_____;

that this subdivision is subject to an access and utility easement as recorded in document #_____;

that access across all roads, driveways, and parking areas located within said subdivision is hereby granted to emergency vehicles including police, ambulances, and fire department vehicles;

that this subdivision is subject to any other easements, restrictions, reservations, rights-of-way, and conditions of sight and/or record including, but not limited to those shown hereon;

that this subdivision is subject to a subdivision improvement agreement recorded with the plat;

that all rights under and by virtue of the Homestead Exemption Laws of the State of Wyoming are hereby waived and released;

that the undersigned owner hereby reserves unto themselves, and their heirs, successors, and assigns, the right to perform all necessary construction activities in, under, over, upon, and across the foregoing subdivision to grade, install infrastructure, landscaping, utilities, and roadways, and to store materials thereon, and to make such other uses thereof as may be reasonably necessary and incidental to the completion of the development of the foregoing subdivision;

that the undersigned owner hereby reserves unto themselves, and their heirs, successors, and assigns, the right to vacate and re-plot any lot(s) of the foregoing subdivision and/or perform a boundary adjustment within the foregoing subdivision for all lots that remain in the ownership of the undersigned;

SIGNATURE BY SEPARATE AFFIDAVIT
Natalia D. Macker, Chair of Teton County Board of County Commissioners

THIS SUBDIVISION WILL BE CONNECTED TO THE TOWN OF JACKSON WATER SUPPLY AND DISTRIBUTION SYSTEMS. NO PUBLIC MAINTENANCE OF ANY PRIVATE WATER DISTRIBUTION SYSTEM. THIS SUBDIVISION WILL HAVE NO PUBLIC MAINTENANCE OF STORM WATER COLLECTIONS AND TREATMENT SYSTEMS.

NO KNOWN FAULT LINE EXISTS IN THIS SUBDIVISION.

THIS SUBDIVISION WILL BE CONNECTED TO THE TOWN OF JACKSON SEWER COLLECTION AND TREATMENT SYSTEMS. NO PUBLIC MAINTENANCE OF ANY PRIVATE COLLECTION MAINS AND SERVICES.

AT THE TIME OF THIS PLAT WATER AND SEWER SERVICES ARE NOT CONSTRUCTED. ACCESS TO ALL FUTURE SEWER AND WATER FACILITIES, INCLUDING PIPELINES, MANHOLES, METERS AND VALVES IS HEREBY GRANTED TO THE TOWN OF JACKSON.

NO PUBLIC MAINTENANCE OF PRIVATE ROADS WITHIN THIS SUBDIVISION.

THE SURFACE ESTATE OF THE LAND TO BE SUBDIVIDED IS SUBJECT TO THE FULL AND EFFECTIVE DEVELOPMENT OF THE MINERAL ESTATE.

SELLER DOES NOT WARRANT TO THE PURCHASER THAT THEY HAVE ANY RIGHTS TO THE NATURAL FLOW OF ANY STREAM OR RIVER WITHIN OR ADJACENT TO THIS SUBDIVISION.

WYOMING LAW DOES NOT RECOGNIZE ANY RIPARIAN RIGHTS TO THE CONTINUED NATURAL FLOW OF A STREAM OR RIVER TO PERSONS LIVING ON THE BANKS OF THE STREAM OR RIVER.

THIS SUBDIVISION SHALL NOT BE SUBJECT TO FURTHER DIVISIONS, EXCEPT IN ACCORDANCE WITH AND AS PERMITTED BY THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS.

State of Wyoming))) ss
County of Teton)

The foregoing 445 EAST KELLY AVENUE ADDITION TO THE TOWN OF JACKSON was approved at the regular meeting of the Town Council held this _____ day of _____, 20____, in accordance with Section 15-1-415, Wyoming Statutes, and the Town of Jackson Land Development Regulations.

SIGNATURE BY SEPARATE AFFIDAVIT
Hailey Morton Levinson, Mayor

Attest:
ATTESTATION INCLUDED ON MAYOR'S SEPARATE AFFIDAVIT
 Riley Taylor, Clerk

SIGNATURE BY SEPARATE AFFIDAVIT
Brian Lenz, Town Engineer

SIGNATURE BY SEPARATE AFFIDAVIT
Paul Anthony, Planning Director

DRAFT

F:\2020\20263 445-East-Kelly\Survey\ACAD\20263 220725 PLAT REV2.dwg

FINAL PLAT
445 East Kelly Avenue
Addition to the Town of Jackson
Being a portion of
SE1/4NW1/4 of Section 34
T. 41 N., R. 116 W., 6th P.M.
Teton County, Wyoming

TOWN OF JACKSON
SANITARY SEWER EASEMENT AGREEMENT

This Sanitary Sewer Easement Agreement ("*Agreement*") is made and entered into on this ____ day of _____, 2022 ("*Effective Date*") by and between TETON COUNTY, a duly organized county of the State of Wyoming, with an address of P.O. Box 1727, Jackson, WY 83001 ("*Grantor*"), and the TOWN OF JACKSON, a municipal corporation of the State of Wyoming, its successors and assigns, of P.O. Box 1687, Jackson, Wyoming 83001 ("*Grantee*").

RECITALS

WHEREAS, Grantor is the owner of real property located in Teton County, Wyoming, and described more fully as:

Lots 4 and 5 of the 445 East Kelly Avenue Addition to the Town of Jackson, according to that plat recorded in the Office of the Teton County Clerk on _____, 2022 as Plat No. _____

Temporary PIDNs: _____ ("*Grantor's Property*")

WHEREAS, Grantee is a municipal corporation that constructs, inspects, maintains, repairs and replaces underground pipelines, mains and sewers, and necessary and pertinent manhole structures and other facilities associated with sewer infrastructure (collectively "*Town's Sanitary Sewer System*");

WHEREAS, Grantor desires to grant and establish a perpetual non-exclusive easement to and for the benefit of Grantee in, under, over, through, across and on that portion of the Grantor's Property described on Exhibit A and as shown on Exhibit B ("*Easement Area*"), which easement encumbers the north 25-foot strip of the Grantor's Property, approximately 0.09 acres, attached hereto and made a part hereof by this reference, according to the terms and conditions set forth herein;

WHEREAS, Grantee acknowledges that Grantor has also granted to Electric Distribution Easement to Lower Valley Energy, a Cooperative Utility Corporation of Afton and Jackson, Wyoming and to its successors and assigns, a nonexclusive perpetual easement and right of way for the construction and continued maintenance, repair, technological upgrades or alteration and replacement of electric distribution circuits, lines and equipment under, upon and across the same Easement Area.

WHEREAS, Grantee desires to use the Easement Area, for purposes of laying out, constructing, inspecting, operating, maintaining, and repairing new and existing portions of Town's Sanitary Sewer System and intends to connect the Grantor's Property to said System;

WHEREAS, Grantor and Grantee desire to establish a non-exclusive easement to and for the benefit of Grantee on the Easement Area, according to the terms and conditions set forth herein.

NOW, THEREFORE, that for and in consideration of the aforesaid recitals, which are incorporated herein by this reference as if set forth in their entirety below and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, in hand paid, the receipt and

sufficiency of which is hereby acknowledged and confessed, Grantor and Grantee do hereby agree as follows:

1. Grant of Easement. Grantor hereby grants and conveys to Grantee a non-exclusive permanent easement in, on, over, under, across, and through the Easement Area for the following purposes: (i) constructing, installing, improving, operating, using, inspecting, repairing, maintaining, reconstructing, replacing, relocating and removing the Town's Sanitary Sewer System, together with all and singular the rights and appurtenances, facilities, equipment and attachments thereto in any way belonging or related, including, without limitation, lines, pipelines, valves, manholes, manhole vents, lateral line connections, and junction boxes; and (ii) grading and slope construction, improvements, installation, replacement, use, inspection, operation, repair, reconstruction and maintenance, and related facilities and appurtenances, in, over, across, through, and under the Easement Area ("*Easement Purpose*"). Subject to the notice requirements of Section 4 herein, Grantee, its officers, officials, employees, agents, representatives, contractors, subcontractors, licensees, successors and assigns shall have the right and privilege to access the Easement Area for the Easement Purpose.

Subject to the notice requirements of Section 4 herein, Grantee has the right of ingress and egress upon, over and across as much of Grantor's adjacent lands as may be reasonably necessary for the purpose of constructing, installing, improving, operating, using, inspecting, repairing, maintaining, reconstructing, replacing, relocating, and removing Town's Sanitary Sewer System; the right to prevent possible interference with the operation of Town's Sanitary Sewer System and to remove possible hazards thereto and the right to prevent the construction within the Easement Area of any building, structure or other obstruction or encroachment which may endanger or interfere with the efficiency, safety and convenient operation of Town's Sanitary Sewer System and the appurtenances, facilities, equipment and attachments thereto.

2. Limitations on Grantee Use. Grantee shall exercise its rights granted above with due regard to the rights of others and their use thereof, and shall not use the Easement Area in a way that would impair the rights of Grantor or others. Grantee shall have no right to place, construct or maintain any above-ground buildings, structures, or improvements of any kind. "Above-ground" shall mean any buildings, structures, systems, or other improvements that are not level with, or below, the existing surface grade of the Easement Area.
3. Obstructions. Grantor agrees, for the consideration set forth herein, not to construct or place within the Easement Area (i) any buildings, structures, or other improvements of any nature whatsoever, or any shrubs, trees or other growth of any kind, or otherwise interfere with the Grantee's rights granted hereunder, without the prior written consent of Grantee; (ii) any landscaping that impairs, interferes with, or obstructs the use of the Easement Area by Grantee without the prior written consent of Grantee. Grantee shall have the right to remove, and keep removed, all or parts of any improvement, or any shrub, tree, or other growth, of any character that is located within the Easement Area which endangers or in any way interferes with the construction, efficiency, or convenient and safe operation and maintenance of the Town's Sanitary Sewer System described herein or the exercise of Grantee's rights hereunder.
4. Notice of Maintenance Use of Easement. Grantee shall give Grantor at least fourteen (14) days' advance written notice of its intent to exercise its right under this Agreement for planned construction, repair, maintenance, and replacement of the Town's Sanitary Sewer System, and shall

use reasonable efforts to notify Grantor of its intent to exercise its right under this Agreement for emergency or unplanned repair, maintenance, and replacement when such prior notice is feasible.

5. Restoration. Grantee covenants and warrants that the surface of the Easement Area, and all of Grantor's adjacent lands, buildings, structures and improvements, that are disturbed or impaired by Grantee's work, shall be restored within thirty (30) calendar days from completion of Grantee's work to an equivalent or better condition than it was found in immediately prior to the commencement of any work done by Grantee or Grantee's agents or contractors, excluding trees that were removed as a result of such work.
6. Indemnification. Grantee hereby agrees to defend and indemnify Grantor and to hold Grantor harmless from and against: i) any damage to the Easement Area; ii) any damage to Grantor's Property; iii) any injury to any party acting on behalf of Grantee that arises from or relates to, in whole or in part, the Easement Purposes; and iv) any other type of damage to any person or entity to the extent arising from this Agreement or the Easement Purposes. Notwithstanding anything to the contrary herein, Grantee shall not be obligated to defend, indemnify or hold harmless Grantor for any injury, claim or loss to the extent arising from the intentional misconduct, illegal acts, negligent acts or omissions of i) Grantor, its successors, assigns, employees, contractors or any other third party acting on Grantor's behalf, or ii) any third party performing acts not related to the Easement Purposes. Grantor will notify Grantee in writing within ninety (90) calendar days of Grantor receiving notice of any claims against Grantor arising from or related to the Agreement from which Grantor is or will be seeking defense and indemnification from Grantee. Failure by Grantor to timely and properly provide to Grantee the notice required in this Section shall automatically extinguish and terminate Grantee's duties and obligations set forth in this Section. Nothing in this Agreement shall alter, amend, modify, or diminish the existing statutory, constitutional, or legal defenses of the Grantee in relation to such claims under Wyoming law.
7. Successors and Assigns. This Agreement shall constitute a covenant running with the land that binds and shall inure to the benefit of the parties and their heirs, assigns and successors in interest.
8. Governing Law and Jurisdiction. This Agreement shall be governed by Wyoming law. The District Court of Teton County, Wyoming, shall have exclusive jurisdiction over any litigation that arises pursuant to this Agreement.
9. 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.
10. 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, unless agreed to in writing by the parties; 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.

11. 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.
12. No Assumption of Liability or Responsibility. All improvements or maintenance to the Easement Area necessary to ensure Grantee's access will be the sole responsibility of the Grantee.
13. Authority. Grantor covenants that Grantor is the owner of the above-described property and that the consideration recited herein shall constitute full and final payment for the Easement and for all damages sustained by Grantors by reason of the installation of the structures referred to herein.
14. Abandonment. In the event Grantee ceases or abandons use or operation of the Town's Sanitary Sewer System located within the Easement Area for a period of one (1) year, Grantee shall release Grantor and Grantor's Property from all rights, duties, obligations, and encumbrances created by this Agreement, and Grantee shall remove all visual improvements that Grantee placed, installed or constructed on Grantor's Property. Grantee shall have no obligation to remove subsurface improvements unless the abandonment of such improvements creates a health hazard or dangerous condition to Grantor's Property. Grantee shall have no right to resume the use of the Easement Area or the Easement Purposes after one (1) year of non-use. Grantor's failure to affirmatively request the release pursuant to this provision shall not be a defense to Grantee's obligation to release the Easement.
15. Attorney's Fees. In the event of a dispute between Grantor and Grantee, or their respective successors and assigns, that arises from or is related to the terms of this Agreement, the prevailing party shall be entitled to reimbursement of its reasonable attorneys' fees and costs from the non-prevailing party.

[REMAINDER OF PAGE IS INTENTIONALLY BLANK]

GRANTOR:

Teton County

By: Natalia D. Macker, Chairwoman
Teton County Board of County Commissioners

Attest:

By: Maureen E. Murphy
Teton County Clerk

Acknowledgment

State of Wyoming)
) ss
County of Teton)

On this ____ day of _____, 2022, before me, the undersigned Notary Public, personally appeared Natalia D. Macker, for Teton County, Wyoming, a duly organized county of the State of Wyoming, and Maureen E. Murphy, Teton County and the above document was acknowledged before me.

Notary Public

GRANTEE:

Town of Jackson

By: Hailey Morton Levinson
Mayor

Attest:

By: Riley Taylor
Town Clerk

Acknowledgment

State of Wyoming)
) ss
County of Teton)

On this ____ day of _____, 2022, before me, the undersigned Notary Public, personally appeared Hailey Morton Levinson, as Mayor of the Town of Jackson, and Riley Taylor, Town Clerk of the Town of Jackson, and the above document was acknowledged before me.

Notary Public

EXHIBIT A – Legal Description of Easement Area

A strip of land located within the SE1/4NW1/4 of Section 34, T. 41 N., R. 116 W., 6th P.M., Teton County, Wyoming being more particularly described as follows:

The north 25 feet of Lots 4 and 5 of Plat No. _____ recorded in the Office of the Clerk of Teton County, Wyoming on the _____ day of _____, 2022.

Said strip encompasses 0.09 acres, more or less.

The basis of bearings for this survey is S 89°52'41" E as measured along the north line of said Lots 4 and 5.

Y2 Consultants, LLC

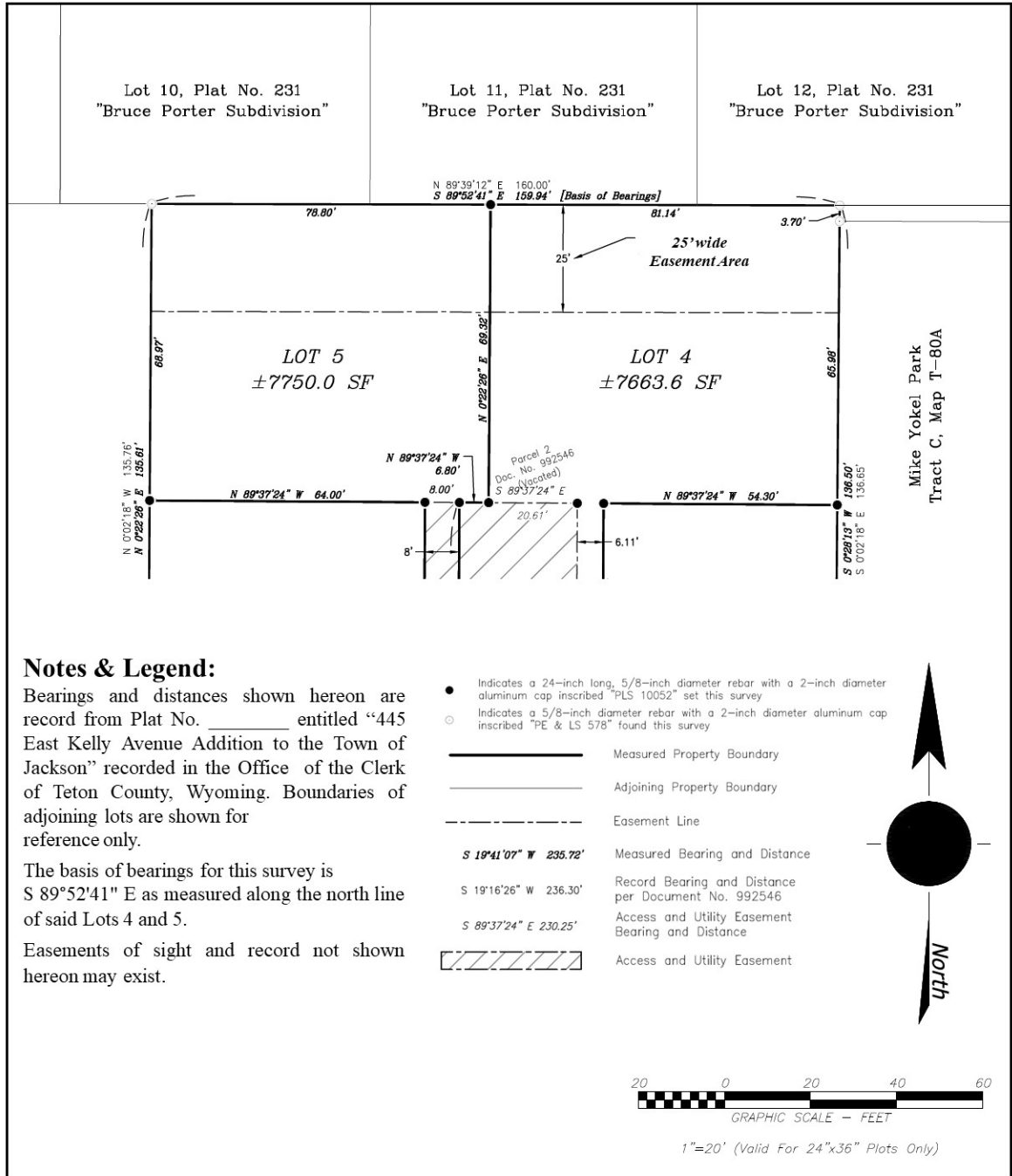
March 22, 2022

Y2 Project No. 20263

Prepared by MWW

Reviewed by Mark Fellermann, Wyoming PLS No. 16012

EXHIBIT B



TEMPORARY PARCEL IDENTIFICATION: _____
SEC.34, T.41N R.116W

ELECTRIC DISTRIBUTION EASEMENT

KNOW ALL MEN BY THESE PRESENT:

That the undersigned, Teton County, a duly organized county of the State of Wyoming, ("Grantor") for a good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, convey and warrant unto Lower Valley Energy, a Cooperative Utility Corporation, of Afton and Jackson, Wyoming and to its successors and assigns, ("Grantees"), a perpetual easement and right of way for the construction and continued maintenance, repair, technological upgrades or alteration and replacement of the electric distribution circuits, lines and equipment of the Grantee to be constructed and maintained under, upon and across the premises of Grantor in Teton County, State of Wyoming, along a line described as follows, to wit:

BEING a part of Lots 4 and 5 as described on that plat recorded in the Office of Teton County Clerk on _____, 2022 as Plat No. _____.

BEGINNING at the SW corner of said Lot 5; thence N0°22'26"E 56.47 feet more or less to a point where easement begins and bears S89°52'41"E, adjacent to the north property line as a strip of land 12.5 feet wide, 159.94 feet more or less to a point on the east property line of said Lot 4.

RIGHT-OF-WAY Width 12.5 feet on each side of described line, together with all necessary and reasonable rights of ingress and egress and to excavate and refill ditches and trenches for the location and repair of said facilities and to cut, trim, spray herbicides, or remove trees, shrubbery, undergrowth or other obstructions interfering with the repair and maintenance of the facilities.

The Grantor acknowledges that Electric and Magnetic Fields (EMF) are naturally occurring in the transmission or distribution of electricity, and that the Grantee has here notified Grantor that EMF testing and information is available upon request from the Grantee. This Easement by Grantor is intended to include so much space as is necessary or appropriate to the presence of EMF and reasonable operation of the Grantee's distribution lines.

Grantor agrees that all poles, wires and other facilities, installed on or under the described lands shall remain the property of the Grantee removable in the sole discretion of the Grantee at the Grantee's expense. The rights, conditions and provisions of this easement shall inure to the benefit of and be binding upon the parties, their heirs, executors, administrators, successors and assigns. Grantor shall compensate Grantee for any damages to Grantee's facilities caused by Grantor, including payment of Grantee's attorney fees if action is undertaken by Grantee to enforce the commitments described in this easement. Grantor reserves the right to improve, occupy and use this easement for all purposes not inconsistent with the easement grant. Each party shall have the remedy of specific performance regarding this easement. The rights and obligations described in this easement shall run with the land. This easement is not exclusive, and Grantor retains all rights not specifically granted by this easement. This is the entire agreement of the parties regarding this easement, except as may be set forth in writing after the date of this easement and signed by the parties. Grantor hereby releases and waives all rights by virtue of the Homestead Exemption Laws of Wyoming.

WITNESS the Hand of the Grantor, this ____ day of _____, 2022.

Teton County
By: Natalia D. Macker
Its: Chair of Board of County Commissioners

Attest:

By: Maureen E. Murphy
Teton County Clerk

STATE OF }

COUNTY OF }

The foregoing instrument was acknowledged before me by Natalia D. Macker, affirming proper authority as the Chairwoman of the Teton County Board of County Commissioners and Maureen E. Murphy as Teton County Clerk, this _____ day of _____, 2022.

(Seal)

Witness my hand and official seal.

Notary Public

My commission expires:

DRAFT

ACCESS, PARKING AND UNDERGROUND UTILITY EASEMENT AGREEMENT

This Access, Parking and Underground Utility Agreement ("*Agreement*") is made and entered into on this ____ day of _____, 2022 ("*Effective Date*") by and between Teton County, a duly organized county of the State of Wyoming, of P.O. Box 1727, Jackson, Wyoming 83001 ("*Grantor*"), and Teton County, a duly organized county of the State of Wyoming, of P.O. Box 1727, Jackson, Wyoming 83001 ("*Grantee*").

RECITALS

WHEREAS, Grantor is the owner of real property located in Teton County, Wyoming, and described more fully as:

Lots 1 through 6 of the 445 East Kelly Avenue Addition to the Town of Jackson, according to that plat recorded in the Office of the Teton County Clerk on _____, 2022 as Plat No. _____ ("*Grantor's Property*").

Temporary PIDNs: _____

WHEREAS, Grantee is the owner of real property located in Teton County, Wyoming, and described more fully as:

Lots 1 through 6 of the 445 East Kelly Avenue Addition to the Town of Jackson, according to that plat recorded in the Office of the Teton County Clerk on _____, 2022 as Plat No. _____ ("*Grantee's Property*").

Temporary PIDNs: _____

WHEREAS, Grantor desires to grant to Grantee and Grantee desires to accept from Grantor a non-exclusive easement over, across, and under a portion of Grantor's Property for the benefit of Grantee's Property for the purpose of accessing Grantee's Property, shared parking for all lots on Grantee's Property and for the installation, use, maintenance, replacement, and repair of underground utilities servicing Grantee's Property, all in accordance with the terms of this Agreement.

NOW, THEREFORE, for and in consideration of the sum of good and valuable consideration, in hand paid, the receipt and sufficiency of which is hereby acknowledged and confessed, Grantor and Grantee do hereby agree as follows:

I. Grant of Easement. Grantor hereby grants and conveys to Grantee a non-exclusive access easement ("*Easement*") in, on, over, across, and under that portion of Grantor's Property identified in Exhibit 1 hereto and depicted and illustrated in Exhibit 2 hereto ("*Easement Property*") for the purpose of accessing Grantee's Property, for the purpose of using, installing, maintaining, replacing, and repairing a shared parking lot that service and benefit Grantee's Property and for the purpose of using, installing, maintaining, replacing, and repairing the underground utilities that service and benefit Grantee's Property. The Easement is subject to all covenants, conditions, restrictions, easements, reservations and

rights-of-ways of sight and/or record. The Easement is appurtenant to the Grantee's Property and runs with the land. Grantor reserves the right to use the Easement Property for any purposes that do not interfere with the Grantee's easement rights set forth in this Agreement.

2. Access Driveway/Parking Maintenance and Repair. Grantee shall be solely responsible for the costs and expenses of installing, maintaining, and repairing any driveway or parking area constructed within the Easement Property for the benefit of Grantee's Property.

3. Underground Utilities. All utilities constructed, maintained or repaired within the Easement Property for the benefit of Grantee's Property shall be placed and located completely underground with the exception of an above-ground mechanical building to house utility controls. Grantee shall be solely responsible for the costs and expenses of installing, maintaining, repairing and/or replacing any utility infrastructure located within the Easement Property for the benefit of Grantee's Property.

4. Term. The Easement granted herein shall be permanent and perpetual so long as the Easement Property is used for the above-described purposes. The Easement granted herein shall terminate upon the Easement Property at any time not being used for purposes identified in this Agreement.

5. Improvement and Maintenance; Repair of Surface. Grantee shall be responsible, at Grantee's sole cost and expense, for repairing and/or replacing items damaged or destroyed by the exercise of the rights under the Easement, specifically including damaged asphalt, vegetation, and landscaping, and any other damage to the Easement Property, to the condition upon which it was found immediately prior to the commencement of any work done by Grantee or Grantee's agents or contractors within the Easement Property. Grantee shall make all reasonable efforts to perform such work in a workmanlike manner.

6. Mechanic's Liens. Grantee shall prevent the creation of any lien against Grantor or the Easement Property on account of any labor or materials furnished by or through the Grantee in connection with any construction, maintenance, repairs or alterations on the Easement Property undertaken by or at the direction or control of Grantee. If any such lien is filed against the Easement Property, or any portion thereof, Grantee shall cause such lien to be released within 30 days after Grantor's receipt of actual notice of the filing thereof, including furnishing a bond or other security as required by Wyoming law to discharge and release the lien against the Easement Property. Grantee shall, at its expense, defend and indemnify Grantor and pay all costs (including attorney's fees) reasonably incurred by Grantor relating to any such lien filing against the Easement Property.

7. No Public Dedication. Nothing herein shall be deemed to be a gift or dedication of all or any portion of the Easement Property for the general public.

8. No Warranties. Grantor makes no representations or warranties, express or implied, in connection with the Easement or the Easement Property, whether of title, fitness of use, condition, purpose, or of any other nature.

9. Non-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 Easement Property and shall not merge therewith.

10. Indemnification. Grantee, and its successors in interest and assigns, hereby agrees to indemnify, defend and hold harmless Grantor and his successors in interest and assigns, from any and all losses, damages, claims, causes of action, or rights of action, including reasonable attorney's fees, which Grantor may incur as a result of the easement granted herein, other than from losses, damages, claims, causes of action, or rights of action caused by Grantor's negligent acts or omissions. Grantor will notify Grantee in writing within three (3) business days of Grantor receiving notice of any claims against it arising from or related to the Easement. Failure by Grantor to timely and properly provide to Grantee the notice required in this Section 10 shall automatically extinguish and terminate Grantee's duties and obligations set forth in this Section 10.

11. Successors and Assigns. The terms and conditions set forth in this Agreement are binding and shall inure to the benefit of the parties and their heirs, assigns and successors in interest.

12. Governing Law and Jurisdiction. This Agreement shall be governed by Wyoming law. The District Court of Teton County, Wyoming, shall have exclusive jurisdiction over any litigation that arises pursuant to this Agreement.

13. 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 substantially 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.

14. 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.

15. 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, unless agreed to in writing by the parties; 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.

GRANTOR:

Teton County

By: Natalia D. Macker, Chairwoman
Teton County Board of County Commissioners

Attest:

By: Maureen E. Murphy
Teton County Clerk

Acknowledgment

State of Wyoming)
County of Teton) ss

On this ____ day of _____, 2022, before me, the undersigned Notary Public, personally appeared Natalia D. Macker, for Teton County, Wyoming, a duly organized county of the State of Wyoming, and Maureen E. Murphy, Teton County and the above document was acknowledged before me.

Notary Public

GRANTEE:

Teton County

By: Natalia D. Macker, Chairwoman
Teton County Board of County Commissioners

Attest:

By: Maureen E. Murphy
Teton County Clerk

Acknowledgment

State of Wyoming)
) ss
County of Teton)

On this ____ day of _____, 2022, before me, the undersigned Notary Public, personally appeared Natalia D. Macker, for Teton County, Wyoming, a duly organized county of the State of Wyoming, and Maureen E. Murphy, Teton County and the above document was acknowledged before me.

Notary Public

DRAFT

Exhibit _____
Legal Description of Access Easement

A parcel of land located within the SE1/4NW1/4 of Section 34, T. 41 N., R. 116 W., 6th P.M., Teton County, Wyoming being more particularly described by the following metes and bounds:

BEGINNING at the southwest corner of that land described as Parcel One in Document No. 992546 recorded in the Office of the Clerk of Teton County, Wyoming;
THENCE N 0°22'26" E, 171.00 feet, along the west line of said Parcel One to a point;
THENCE S 89°37'24" E, 64.00 feet, departing said west line to a point;
THENCE N 0°22'26" E, 76.00 feet, to a point;
THENCE S 89°37'24" E, 35.41 feet, to a point;
THENCE S 0°22'26" W, 60.50 feet, to a point;
THENCE S 19°40'44" W, 213.42 feet, to a point of intersection with the south line of said Parcel One;
THENCE N 62°16'46" W, 32.48 feet, along said south line to the **POINT OF BEGINNING**.

Said parcel encompasses 0.32 acres, more or less.

The basis of bearings for this survey is referenced to a direct GPS measurement and is considered geodetic (geodetic north using WGS84, NAD83(2011), Epoch 2010.0), resulting in a bearing of N 0°22'26" E as measured along the west line of said Parcel One.

All in accordance with that exhibit entitled "Access Easement" recorded contemporaneously with this legal description in the Office of the Clerk of Teton County, Wyoming.

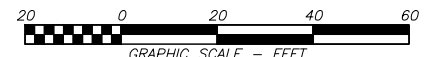
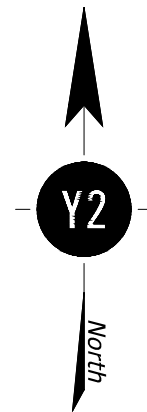
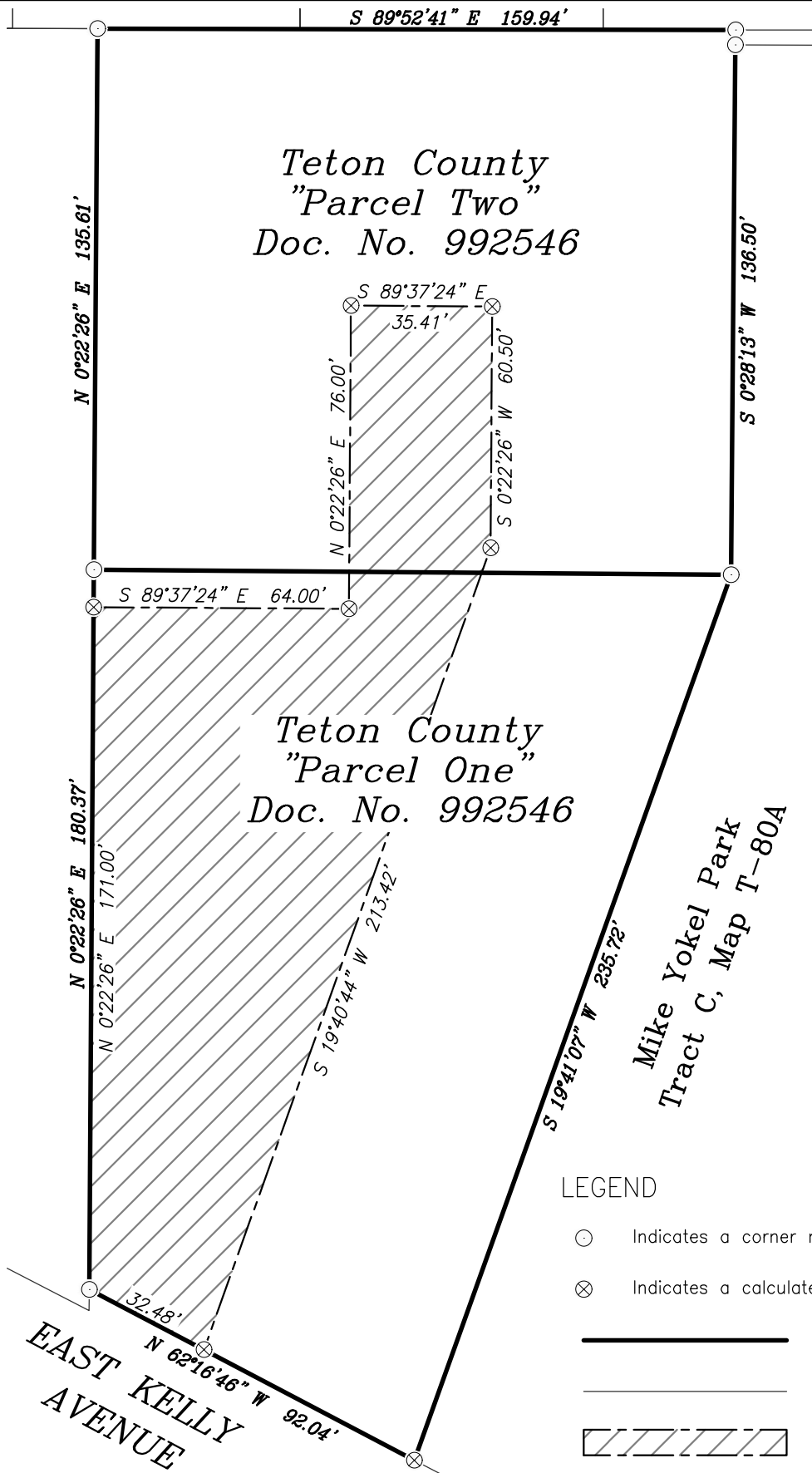
Y2 Consultants, LLC

April 28, 2022

Y2 Project No. 20263

Prepared by MWW

Reviewed by Mark Fellermann, Wyoming PLS No. 16012



1"=40' (Valid For 8.5"x11" Plots Only)

NOTES

Bearings and distances shown hereon are derived from found survey monuments and boundary resolution principles. Boundaries of adjoining properties shown hereon are for reference only.

The basis of bearings for this survey is referenced to a direct GPS measurement and is considered geodetic (geodetic north using WGS84, NAD83(2011), Epoch 2010.0), resulting in a bearing of N 0°22'26" E as measured along the west line of Parcel One as shown hereon.

Easements of sight and record not shown hereon may exist.

Access Easement

Being a portion of
SE1/4NW1/4 of Section 34
T. 41 N., R. 116 W., 6th P.M.
Teton County, Wyoming

CLIENT

Teton County
445 East Kelly Avenue
Jackson, WY 83001

Exhibit

PROJECT NUMBER: 20263
DRAWING DATE: 4/28/2022
REVISION DATE:
DRAWN BY: MWW
REVIEWED BY: MWF

