

**MEMORANDUM OF UNDERSTANDING BETWEEN SNOW KING
RESORT MASTER ASSOCIATION AND TOWN OF JACKSON,
WYOMING**

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between Snow King Resort Master Association, a Wyoming nonprofit corporation, whose address is P.O. Box 3520, Jackson, WY 83001 ("SKRMA"), and the Town of Jackson, a Wyoming municipal corporation, whose address is 150 E. Pearl Avenue P.O. Box 1687, Jackson, WY 83001 ("Town").

2. **Purpose.** The purpose of this MOU is to establish the terms and responsibilities of the Town and SKRMA as it relates to the requirements agreed upon at the July 11, 2017 regularly scheduled Town Council meeting, namely the intent, schedule, expectations and cost sharing responsibilities of the parties as it relates to the update of the Snow King Planned Resort District Master Plan.

3. **Term of MOU.** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the Parties to the MOU and shall remain in full force and effect for not longer than one (1) year. This MOU may be terminated by either party upon written notice if the below conditions are not met, which notice shall be delivered by hand or by certified mail to the address listed above.

4. **Payment.** No payment shall be made to either party by the other party as a result of this MOU.

5. **Responsibilities of the Town.** The Town commits to the following:

- a. The Town shall draft a letter to the United States Forest Service (USFS) stating that it will be a cooperating entity and support the USFS commencing its review procedure for the Snow King Forest Service Master Plan.
- b. The Town will make a good faith effort to expedite the Town and Federal review processes and commits to adding resources to ensure the requirements contained in this MOU are completed by April 1, 2018.

6. Responsibilities of the SKRMA. SKRMA will undertake amending portions of the Snow King Planned Resort District Master Plan. The provisions of this update are as follows:

- a. Update the Master Plan to illustrate the current configuration and location of existing development within the Resort District; and,
- b. Define the proposed use and location for development for Lots 53, 57, and 58 and additional uses on the East Portal; and,
- c. Define how the West Portal shall be used in conjunction with the Forest Service Master Planning Process, including a discussion of how or if Phil Baux Park should be used; and,
- d. Update Chapter 7 Housing and Chapter 12 Community Element of the existing master plan; and,
- e. SKRMA shall pay all mapping / engineering / and internal costs (including staff time) associated with the Master Plan update; and,
- f. The Town of Jackson shall pay for all Public Meetings / Public Announcements / and internal costs (including ordinary and extra needed staff time) associated with the Town of Jackson; and,
- g. Sub-Areas 1 and 2 are expressly excluded from the amendment process defined above.

7. Mutual Understanding of the Parties. It is understood and agreed to by both Parties, that the Master Plan update shall commence no later than December 31, 2017 and that no construction of any approved USFS Master Plan amendments shall occur on Town land until all items in paragraph 6 above are complete.

8. General Provisions.

A. Amendments. Either party may request changes to this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by and between the Parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all Parties to this MOU.

B. Applicable Law. The construction, interpretation, and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the Parties, and the venue shall be the Ninth Judicial District, State of Wyoming.