



TOWN OF JACKSON

TOWN COUNCIL

AGENDA DOCUMENTATION

PREPARATION DATE: September 15, 2016
MEETING DATE: August 1st, 2016

SUBMITTING DEPARTMENT: Public Works
DEPARTMENT DIRECTOR: Larry Pardee
PRESENTER: Bob McLaurin, Larry Pardee,

SUBJECT: Temporary Public Access Road Easements – Upper Budge Drive to Highway-22.

STATEMENT/PURPOSE

The purpose of this item is to request Town Council approval for the temporary construction easements to install a temporary public access road from upper Budge Drive to Highway-22.

BACKGROUND/ALTERNATIVES

The Town Council granted permission for staff to prepare and send out an advertisement for Request for Qualifications for a Construction Manager at Risk CMAR firm. On Monday August 1st Town Council approved Westwood Curtis as the CMAR firm to help the Town of Jackson mitigate the West Broadway Landslide.

The project team has been busy negotiating temporary construction easements with 5 different properties to install a temporary public access road from upper Budge Drive to Highway-22. The temporary public access road provides entry/egress to only the upper Budge Drive residences during the construction project starting early spring March/April 2017. Also this temp access road allows the landslide mitigation project to work safely and efficiently to complete the project by end of November 2017.

ALIGNMENT WITH COUNCIL'S STRATEGIC INTENT

The Town of Jackson Exists to provide municipal services necessary to support the residential, business, environmental, and historical interests that define our community. Our services enhance the quality of life for those who live here and enhance the experience for our guests.

ATTACHMENTS

Please see attached copies of the Easement Agreements for Temporary Public Access Road:

- 1) Burkes Lot 1
- 2) Burkes Lot 2
- 3) Hanson & Hanson Lot B
- 4) Metro Plateau Owners Association Lot 16
- 5) Wayboard LLC 2000 W. Broadway
- 6) Temp Public Access Road Alignment

FISCAL IMPACT

The fiscal impacts for each lot, Know by all parties present, that for (\$10) Dollars and other good and valuable consideration, receipt whereof being hereby acknowledge with: Burkes for Lot 1 & Lot 2, with Hanson & Hanson Lot B, with Metro Plateau Owners Association Lot 16, and with Wayboard LLC 2000 W. Broadway.

STAFF IMPACT

None at this time.

LEGAL REVIEW

Town Attorney has previously reviewed the draft Temporary Public Access Road Easement Agreements and approved them as presented and are ready for the Madam Mayor's signature.

RECOMMENDATION

Staff recommends Town Council approve all Temporary Public Access Road Easement Agreements.

SUGGESTED MOTION

I move to approve Temporary Public Access Road Easement Agreements with Burkes for Lot 1 & Lot 2, with Hanson & Hanson Lot B, with Metro Plateau Owners Association Lot 16, and with Wayboard LLC 2000 W. Broadway.

Synopsis for PowerPoint (120 words max):

Purpose:

The purpose of this item is to request Town Council approval for the temporary construction easements to install a temporary public access road from upper Budge Drive to Highway-22.

Background:

The project team has been busy negotiating temporary construction easements with 5 different properties to install a temporary public access road from upper Budge Drive to Highway-22. The temporary public access road provides entry/egress to only the upper Budge Drive residences during the construction project starting early spring March/April 2017. Also this allows the landslide mitigation project to work safely and efficiently to complete the project by end of November 2017.

Fiscal Impact:

The fiscal impacts for each lot, known by all parties present, that for (\$10) Dollars and other good and valuable consideration.

TEMPORARY CONSTRUCTION AND ROADWAY EASEMENT

This TEMPORARY CONSTRUCTION AND ROADWAY EASEMENT (this "Agreement") is made and entered into by and between Jody R. and Linda S. Burkes, Trustees of the Burkes Family Trust U/T/A, of P.O. Box 7687 Jackson, WY 83002 and their beneficiaries, successors, heirs, and assigns (hereinafter referred to as "Grantor") and TOWN OF JACKSON, a Wyoming municipal corporation of P.O. Box 1687, Jackson, Wyoming, 83001 (hereinafter referred to as "Grantee").

RECITALS

WHEREAS, Grantor owns and desires to declare and establish in, under, over, across and on that certain real property in Teton County, Wyoming described as Lot 1 of the Crystal Valley Addition to the Town of Jackson, Teton County, Wyoming according to Plat No. 1051 recorded June 24, 2002 with the Clerk of Teton County, Wyoming, (PIDN No. 22-41-16-32-1-07-001), in the area more particularly described on **Exhibit "A"** (the "Burdened Property") and shown on **Exhibit "B"** an express, non-exclusive temporary construction and roadway easement to and for the benefit of Grantee, according to the terms and conditions set forth herein.

AGREEMENT

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

1. **Grant of Non-Exclusive Temporary Easement.** Grantor hereby declares and establishes for the benefit of Grantee and the public, a non-exclusive temporary construction and roadway easement in, on, over, across, under and through the Burdened Property (the "Easement") for the purpose of accessing, entering, and grading, constructing, installing, inspecting, repairing, altering, maintaining or other related activities in connection with the construction of a temporary road on the Burdened Property in order to protect the health, safety and welfare of the Town of Jackson public infrastructure, and public improvements and to provide an alternative emergency access for the residents, their guests and assigns, of the Hillside Subdivision whose access from Budge Drive will be unavailable during the construction of the West Broadway landslide mitigation project. (Collectively, the "Temporary Construction and Roadway Easement").

2. **Improvement and Maintenance; Repair of Surface.** The construction of the temporary roadway shall be completed by Grantee at Grantee's sole cost and expense. The roadway facilities improvements, maintenance and repair of surface are generally described as follows:

- Construct a 14 ft. wide gravel road with dust guard;
- Construct where required concrete gravity block retaining walls on the downhill and uphill side of the road;
- Construct a 2%-3% cross fall on the road finished surface to direct storm water runoff to the south;
- Install temporary Jersey barriers along the south, downhill side of the road to prevent vehicles from driving off the roadway;
- Grantee shall leave the concrete gravity block retaining walls in place after the termination of the easement;
- Grantee shall remove the gravel road surfacing, dust guard, and temporary Jersey barriers;
- Grantee shall remove improvements outside road way retaining walls and grade the disturbed area to original contours, and replace, in kind, landscaping, grass, and/or other surface area or improvements required to be removed to facilitate the temporary roadway;
- Grantee shall repair, replace, or rebuild any items, specifically but not limited to landscaping and drainage facilities which it shall remove, damage, or destroy upon the property subject to the easement 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;
- Grantee shall maintain the temporary roadway surface during the time that the West Broadway Landslide mitigation project is in progress and/or whenever the temporary roadway is used as an emergency access roadway by the residents accessed from Budge Drive.

3. **Reservation of Grantor.** The Grantor reserves unto itself, its guests, invitees, heirs, successors and assigns, the right to use the surface and subsurface of the Easement provided such use does not unreasonably impair, interfere with or obstruct the use of the Easement by Grantee; Grantor shall use best efforts to reasonably minimize any interruption of the use of the Easement by Grantee.

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

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

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

7. **Term.** The easements, covenants, conditions and restrictions contained in this Agreement shall be effective commencing on the Effective Date and shall remain in full force and effect until the earlier of (i) December 1, 2017; or (ii) the date that Grantee reasonably believes that it no longer requires the Easement for the Purposes stated in Section 1 hereof. Notwithstanding the foregoing, the December 1, 2017 in the preceding sentence, may be extended as set forth herein if the emergency conditions set forth in Section 1 hereof reasonably require Grantee's ongoing work for the purposes set forth in Section 1 or the Grantee has not completed the removal of improvements and reclamation work set forth in Section 2: in the event the Grantee requires and extension for more than one (1) day, Grantee shall provide additional consideration of \$5,477 for a one-year extension to December 1, 2018.

8. **No Assumption of Liability.** Grantor, by granting, declaring and establishing the Temporary Construction and 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 and the Easement contained herein.

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

10. **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.

11. **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.

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

13. **Binding Effect.** This Agreement shall be binding on the parties hereto, their heirs, successors and assigns.

14. **Indemnity.** Grantee agrees to indemnify, defend and hold harmless Grantor, its beneficiaries, employees, successors and assigns (the "Grantor Indemnities") from and against any and all liability, loss, claims, demands, liens, damages, penalty, fines, interest, costs and expenses (including, without limitation, reasonable

EXHIBIT A

LEGAL DESCRIPTION FOR A TEMPORARY PUBLIC ROAD AND CONSTRUCTION
EASEMENT

FROM

JODY R. & LINDA BURKES TRUSTEES OF LOT 1 CRYSTAL VALLEY ADDITION

TO

THE TOWN OF JACKSON

An easement located in the S1/2 NE1/4 Section 32 Township 41 North Range 116 West, 6th P.M., Town of Jackson, Teton County, Wyoming, being a strip of land, lying within Lot 1 of the Crystal Valley addition to the Town of Jackson, Plat No. 1051 in the records of Teton County, said easement being 30 feet in width, being described as follows:

Beginning at the southwest corner of Lot 1 of the Crystal Valley addition to the Town of Jackson as show on Plat No. 1051 in the records of the Teton County Clerk;

Thence S 89°58'29" E along the south boundary line of said Lot 1, 165.61 feet;

Thence S 89°53'11" E along the south boundary line of said Lot 1, 99.64 feet to the southeast corner of said Lot 1;

Thence N 44°09'54" E, along the easterly boundary line of said Lot 1, 41.74 feet;

Thence N 89°53'11" W, 128.68 feet;

Thence N 89°58'29" W, 164.16 feet to the west boundary line of said Lot 1;

Thence S 02°49'45" W, along the west boundary of said Lot 1, 30.04 feet to the point of beginning.

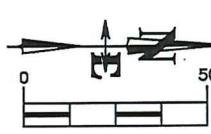
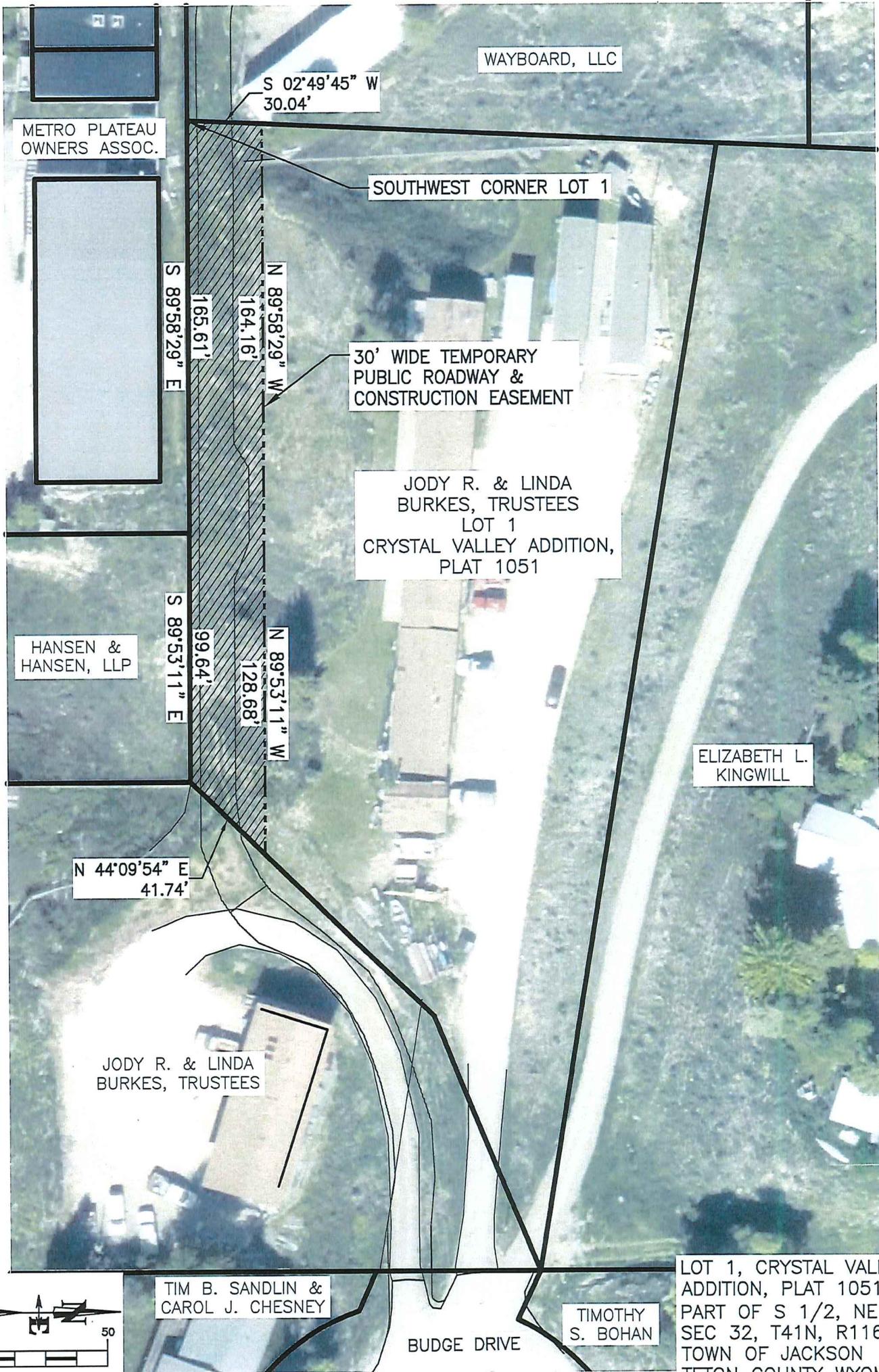
Said easement contains 0.1922 acres, more or less, and is subject to easement, rights-of-way, reservations, and restrictions, of sight and/or of record.

As shown on Exhibit B.

This description prepared from records in the office of the Teton County Clerk and surveys performed 2014-2016 for the West Broadway Landslide Mitigation Project, the basis of bearing for said surveys is N 00°09'27" E along the east line of the NE1/4NE1/4 Section 32, T41N, R116W.

EXHIBIT B

A TEMPORARY PUBLIC ROADWAY & CONSTRUCTION EASEMENT
FROM JODY R. & LINDA BURKES, TRUSTEES
TO THE TOWN OF JACKSON



SCALE 1" = 50'

S:\Proj\2014\175-02 (Budge Drive Landslide Mitigation (Walgreens))\Drawings\TEMP ACCESS ROAD EASEMENT.dwg (Burkes Lot 1) - Jun 07 2016 08:35:01 am PLOTTED BY: green DWG FORMAT: 191

DRAWING NO EXHIBIT B	DRAWING TITLE TOWN OF JACKSON CONSTRUCTION EASEMENT	NELSON ENGINEERING P.O. BOX 1599, JACKSON WYOMING (307) 733-2087	DATE 8/01/16
JOB NO 14-175-02	BURKES LOT 1		ENGINEERED REN
			DRAWN BJG
			CHECKED REN
			APPROVED REN

**DURABLE
POWER OF ATTORNEY
(GENERAL)**

I, **Linda S. Burkes**, of Teton County, Wyoming, do hereby appoint my daughters, **Crystal Black** and **Valerie Adams**, and each of them, as my attorneys-in-fact.

1. **General Grant of Power.** My attorneys-in-fact shall have full power to act for me and in my name in the event of my absence or disability for any reason, in all matters and to do all things which I could do if personally present. Any determination by my attorneys-in-fact as to what constitutes absence or disability for these purposes shall be final and binding.

2. **Specific Powers.** The general grant of power to my attorneys-in-fact shall include, but not be limited to, the following powers:

(a) **Collection.** To demand, forgive, sue for, recover, collect, settle, extend or compromise any debt or claim payable to me, with respect to money, commercial paper, notes, checks, drafts, accounts, deposits, certificates of deposit, tax and other refunds, securities, dividends, interest, rents, annuities, insurance proceeds, pensions, profit sharing payments, retirement benefits, social security payments, Medicare and Medicaid payments, inheritances, documents of title and all other property (real or personal) and obligations in which at any time I have any interest.

(b) **Payment.** To pay, compromise, renew or settle any debt, claim or liability due from me.

(c) **Banking.** To sign, endorse, receive, guarantee and stop payment on checks, drafts, notes, mortgages, and other instruments for the payment of money; to open or close accounts, and to deposit and withdraw money, purchase and redeem savings bonds, certificates of deposit and other time deposits, whether held solely or jointly, in banks, savings and loan associations and other institutions.

(d) **Borrowing.** To obtain credit, borrow money or renew existing loans from any source; to pledge, mortgage or assign any property as collateral and execute instruments necessary to do so.

(e) **Purchase and Sale.** To purchase, acquire, lease, exchange, sell and transfer any property, real or personal, tangible or intangible, including United States Treasury bonds redeemable at par to pay federal estate taxes and other obligations of the United States, commodities, options, stocks, bonds and other securities; to borrow in connection with any purchase; to purchase on margin.

(f) **Property Management.** To manage, sell, lease, occupy, possess, insure, repair, improve, subdivide, raze, grant easements, and execute agreements, deeds and other instruments

(including instruments containing warranties and releasing rights of homestead) necessary to convey title in connection with any property, real or personal, tangible or intangible, in which at any time I have any interest, solely or jointly.

(g) **Trust Funding.** To execute and deliver all instruments necessary to assign, convey, transfer and deliver all cash, bonds, stocks, securities, annuities and other property of any kind, real or personal, tangible or intangible, owned by me to the trustee under any trust instrument executed by my attorney pursuant to subparagraph (r).

(h) **Stock Voting.** To vote stock in person or by proxy, and to delegate discretionary powers to proxies.

(i) **Existing Contracts.** To perform any agreement entered into by me.

(j) **Litigation.** To institute, compromise, settle, defend, appear in, appeal, give bond in and engage counsel to represent me in all legal proceedings in which at any time I may have any interest.

(k) **Business.** To invest, in, continue or wind up any business interest; to execute and amend partnership agreements; to incorporate, reorganize, merge consolidate, capitalize, sell, liquidate or dissolve any business; to elect, employ and compensate directors, officers, employees and agents; to execute buy-sell and voting trust agreements; to exercise options and subscription rights.

(l) **Entry to Safe Deposit Box.** To enter and remove property from, or terminate the lease of, any safe deposit box held solely or jointly by me.

(m) **Tax Matters.** To prepare, sign and file, or receive copies of any income tax returns, gift tax returns, estimates, waivers, consents, protests, receipts, refund claims, requests for rulings, agreements and petitions (including petitions to the Tax Court of the United States); to represent me and to hire counsel to represent me before any governmental agency or court.

(n) **Agents.** To hire and dismiss agents, with the same or more limited powers, to act for our attorney-in-fact.

(o) **Medical Care.** To arrange for my medical, surgical, hospital, nursing and convalescent care and treatment, including consent to treatment and application for insurance and other benefit payments related thereto.

(p) **Insurance.** To purchase, make loans on, pledge, convert or cancel any insurance in any amount on my life or any property interest I may have at any time; to receive any payments due on cancellation.

(q) **Gifts.** To carry on any gift program, charitable or otherwise, in which I am engaged.

(r) **Fiduciary Powers.** To exercise any powers given to me in a fiduciary capacity, whether solely or jointly, under any trust instrument, will or other instrument to the extent that I may delegate the powers; to execute a trust instrument with dispositive provisions identical to any existing will or trust (or both) of mine at the time of execution; to exercise all powers which I have as the settlor or beneficiary of any trust, including the power to amend, revoke, disclaim, and transfer assets to the trust.

(s) **Receipts.** To execute all instruments in connection with the above granted powers or for the protection of parties dealing with our attorney-in-fact, including receipts, releases, discharges and indemnifications.

3. **Disability.** This power of attorney shall not become ineffective by my disability.

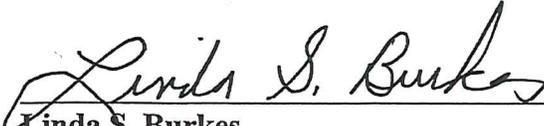
4. **Governing Law.** The law of the State of Wyoming shall govern this instrument.

5. **Ratification.** I authorize any person or institution presented this power of attorney to honor it without inquiry and to give effect to all documents signed by my attorney-in-fact on my behalf. My attorneys-in-fact's representation that he or she is acting according to this instrument shall fully protect anyone dealing with my attorney-in-fact. I hereby, for myself, and my respective heirs, executors, personal representatives and administrators, ratify and confirm whatever my attorney-in-fact may do under this instrument.

6. **Nomination of Guardian.** If a guardian of my person, estate or both becomes necessary, I nominate **Crystal Black** and **Valerie Adams**, and each of them, as guardian of my person and estate, to act without any security or bond.

This power of attorney shall take effect on August 19, 2013 and shall remain in full force and effect if not sooner revoked by a written instrument signed by me and delivered to my attorney-in-fact.

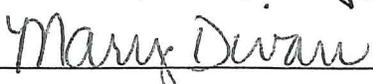
I have signed this instrument effective as of August 19, 2013.



Linda S. Burkes

Signature acknowledged in the presence of:





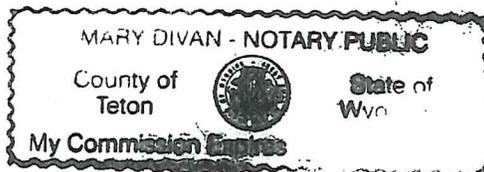
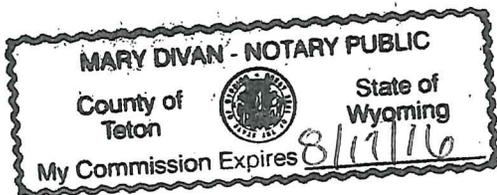
STATE OF WYOMING)
)ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by **Linda S. Burkes** this
19th day of August, 2013.

WITNESS my hand and official seal.

Mary Divan
Notary Public

(seal)



TEMPORARY CONSTRUCTION AND ROADWAY EASEMENT

This TEMPORARY CONSTRUCTION AND ROADWAY EASEMENT (this "Agreement") is made and entered into by and between Jody R. and Linda S. Burkes, Trustees of the Burkes Family Trust U/T/A, of P.O. Box 7687 Jackson, WY 83002 and their beneficiaries, successors, heirs, and assigns (hereinafter referred to as "Grantor") and TOWN OF JACKSON, a Wyoming municipal corporation of P.O. Box 1687, Jackson, Wyoming, 83001 (hereinafter referred to as "Grantee").

RECITALS

WHEREAS, Grantor owns and desires to declare and establish in, under, over, across and on that certain real property in Teton County, Wyoming described as Lot 2 of the Crystal Valley Addition to the Town of Jackson, Teton County, Wyoming according to Plat No. 1051 recorded June 24, 2002 with the Clerk of Teton County, Wyoming, (PIDN No. 22-41-16-32-1-07-002), in the area more particularly described on **Exhibit "A"** (the "Burdened Property") and shown on **Exhibit "B"** an express, non-exclusive temporary construction and roadway easement to and for the benefit of Grantee, according to the terms and conditions set forth herein.

AGREEMENT

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

1. **Grant of Non-Exclusive Temporary Easement.** Grantor hereby declares and establishes for the benefit of Grantee and the public, a non-exclusive temporary construction and roadway easement in, on, over, across, under and through the Burdened Property (the "Easement") for the purpose of accessing, entering, and grading, constructing, installing, inspecting, repairing, altering, maintaining or other related activities in connection with the construction of a temporary road on the Burdened Property in order to protect the health, safety and welfare of the Town of Jackson public infrastructure, and public improvements and to provide an alternative emergency access for the residents, their guests and assigns, of the Hillside Subdivision whose access from Budge Drive will be unavailable during the construction of the West Broadway landslide mitigation project. (Collectively, the "Temporary Construction and Roadway Easement").

2. **Improvement and Maintenance; Repair of Surface.** The construction of the temporary roadway shall be completed by Grantee at Grantee's sole cost and expense. The roadway facilities improvements, maintenance and repair of surface are generally described as follows:

- Construct concrete gravity block retaining walls on the uphill north side of the existing driveway;
- Construct a 14 ft. wide paved driveway with a 2 ft. gravel shoulder on the south side;
- Construct a 2%-3% cross fall on the road finished surface to direct storm water runoff to the north away from the south shoulder;
- Install temporary Jersey barriers along the south, downhill side of the paved driveway to prevent vehicles from driving off the roadway;
- Construct a 14 ft. wide gravel surface road with dust guard in that section of the easement west of the existing driveway. Road construction may require concrete gravity block retaining walls on the uphill and downhill side of the temporary roadway;
- Grantee shall not remove the gravity block retaining walls and paved surface of the driveway, these improvements shall remain in place after the termination of the easement;
- Grantee shall remove the temporary Jersey barriers;
- Grantee shall remove improvements outside of the paved driveway and grade the disturbed area to original contours, and replace, in kind, landscaping, grass, and/or other surface area or improvements required to be removed to facilitate the temporary roadway;
- Grantee shall repair, replace, or rebuild any items, specifically but not limited to landscaping, irrigation system, electronic dog fence, and drainage facilities which it shall remove, damage, or destroy upon the property subject to the easement 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;
- Grantee shall maintain the temporary roadway surface during the time that the West Broadway Landslide mitigation project is in progress and/or whenever the temporary roadway is used as an emergency access roadway by the residents of Budge Drive.

3. **Reservation of Grantor.** The Grantor reserves unto itself, its guests, invitees, heirs, successors and assigns, the right to use the surface and subsurface of the Easement provided such use does not unreasonably impair, interfere with or obstruct the use of the Easement by Grantee; Grantor shall use best efforts to reasonably minimize any interruption of the use of the Easement by Grantee.

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7. **Term.** The easements, covenants, conditions and restrictions contained in this Agreement shall be effective commencing on the Effective Date and shall remain in full force and effect until the earlier of (i) December 1, 2017; or (ii) the date that Grantee reasonably believes that it no longer requires the Easement for the Purposes stated in Section 1 hereof. Notwithstanding the foregoing, the December 1, 2017 in the preceding sentence, may be extended as set forth herein if the emergency conditions set forth in Section 1 hereof reasonably require Grantee's ongoing work for the purposes set forth in Section 1 or the Grantee has not completed the removal of improvements and reclamation work set forth in Section 2: in the event the Grantee requires and extension for more than one (1) day, Grantee shall provide additional consideration of \$2,775 for a one-year extension to December 1, 2018.

8. **No Assumption of Liability.** Grantor, by granting, declaring and establishing the Temporary Construction and 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 and the Easement contained herein.

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

10. **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.

11. **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.

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14. **Indemnity.** Grantee agrees to indemnify, defend and hold harmless Grantor, its beneficiaries, employees, successors and assigns (the "Grantor Indemnities") from and against any and all liability, loss, claims, demands, liens, damages, penalty, fines, interest, costs and expenses (including, without limitation, reasonable attorney's fees and litigation costs incurred by Grantor Indemnities in connection therewith) and for any and all loss of life, injury to persons or damage to the Burdened Property which is due to the construction of and use of the temporary roadway by the Grantee within the Easement. All indemnification provided for herein shall not include indemnification for intentional or willful misconduct of Grantor Indemnities.

DATED _____ day of _____, 2016. (Effective Date)

GRANTOR:

Amended and Restated Burkes Family Trust U/T/A dated January 1, 2014

Jody R. Burkes
Jody R. Burkes, Trustee

Valerie Adams POA for Linda S. Burkes
Linda S. Burkes, Trustee

STATE OF Wyoming)
)SS
COUNTY OF Teton)

On this 14th day of September, 2016, before me personally appeared _____
Jody R. Burkes, Trustee, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed within this instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on this instrument, the entities upon behalf of which the person acted executed this instrument.

WITNESS my hand and official seal.



Notary Public Jennifer Goe
My commission expires: 2/15/20

STATE OF Wyoming)
)SS
COUNTY OF Teton)

On this 14th day of September, 2016 before me personally appeared Valerie Adams
POA for Linda S. Burkes Trustee, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed within this instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on this instrument, the entities upon behalf of which the person acted executed this instrument.

WITNESS my hand and official seal.



Notary Public Jennifer Goe
My commission expires: 2/15/20

EXHIBIT A

LEGAL DESCRIPTION FOR A TEMPORARY PUBLIC ROAD AND CONSTRUCTION EASEMENT

FROM

JODY R. & LINDA BURKES TRUSTEES OF LOT 2 CRYSTAL VALLEY ADDITION

TO

THE TOWN OF JACKSON

An easement located in the S1/2 NE1/4 Section 32 Township 41 North Range 116 West, 6th P.M., Town of Jackson, Teton County, Wyoming, being a strip of land lying within Lot 2 of the Crystal Valley addition to the Town of Jackson, Plat No. 1051 in the records of Teton County, said easement being 25 feet in width, 12.5 feet either side of the following described centerline:

Commencing at the northeast corner of Lot 2 of the Crystal Valley addition to the Town of Jackson as show on Plat No. 1051 in the records of the Teton County Clerk, thence S 00°00'19" E, along the east boundary line of said Lot 2, 49.67 feet to the point of beginning of the centerline of said easement;

Thence S 88°30'26" W, 42.72 feet to a point on a tangent circular curve to the left;

Thence along said circular curve to the left, having a radius of 107.50 feet, a central angle of 59°18'39", a chord bearing of S 61°50'15" W and a chord distance of 106.38 feet, through an arc length of 111.28 feet;

Thence S 32°10'55" W, 4.15 feet to a point on a tangent circular curve to the right;

Thence along said circular curve to the right, having a radius of 61.50 feet, a central angle of 49°01'19", a chord bearing of S 58°35'31" W and a chord distance of 51.03 feet, through an arc length of 52.62 feet;

Thence S 83°06'10" W, 5.17 feet, more or less, to its end point on the west boundary line of said lot 2, said end point being N 44°10'00" E, 13.47 feet from the northwest corner or said Lot 2.

The side lines of said easement shall be extended or shortened to terminate at the property lines.

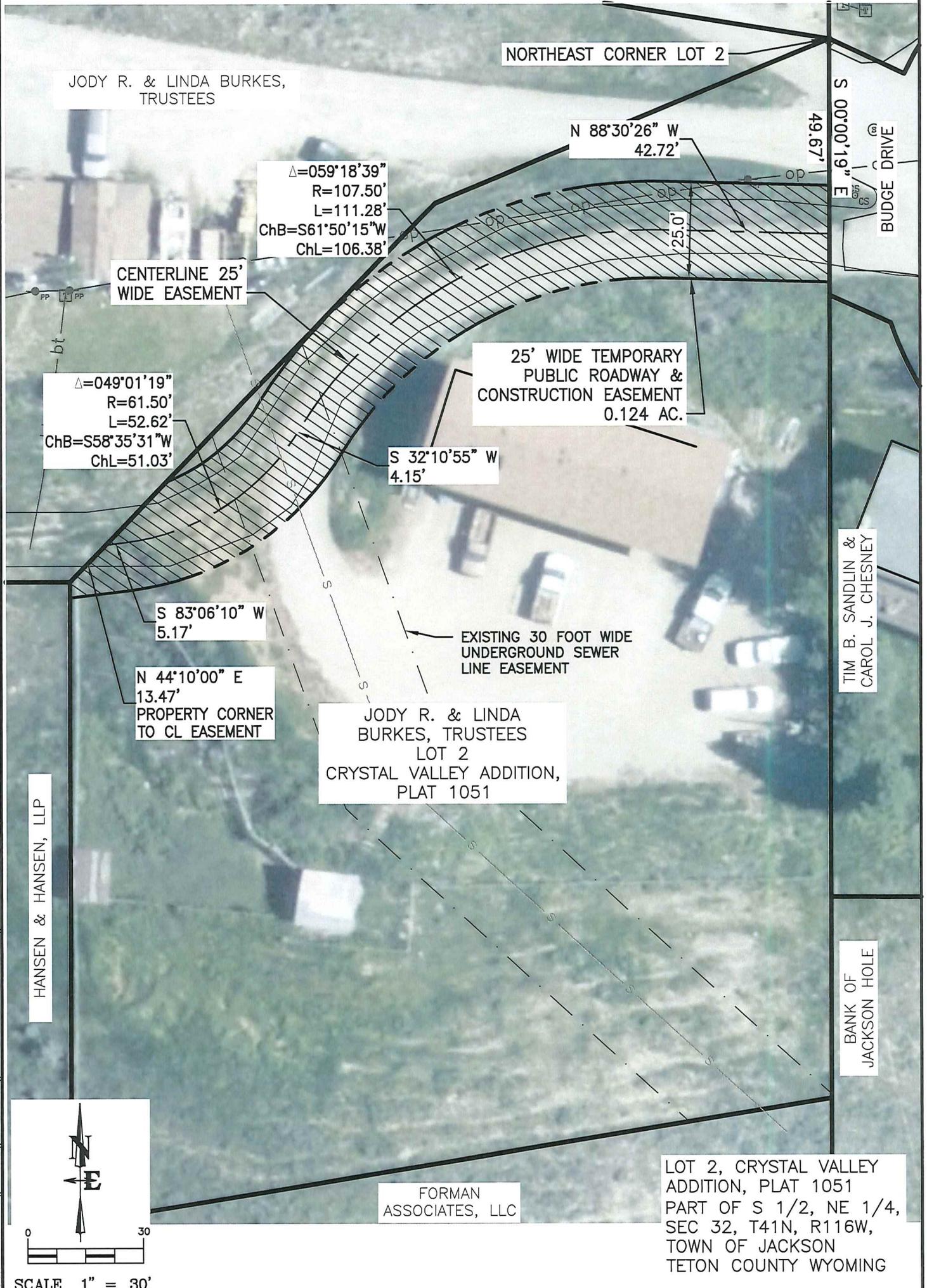
Said easement contains 0.124 acres, more or less, and is subject to easement, rights-of-way, reservations, and restrictions, of sight and/or of record.

As shown on Exhibit B.

This description prepared from records in the office of the Teton County Clerk and surveys performed 2014-2016 for the West Broadway Landslide Mitigation Project, the basis of bearing for said surveys is N 00°09'27" E along the east line of the NE1/4NE1/4 Section 32, T41N, R116W.

EXHIBIT B

A TEMPORARY PUBLIC ROADWAY & CONSTRUCTION EASEMENT
FROM JODY R. & LINDA BURKES, TRUSTEES
TO THE TOWN OF JACKSON



S:\Projects\14175-02_Budge Drive Landslide Mitigation (Malgreens)\Drawings\TEMP ACCESS ROAD EASEMENT.dwg (Burkes Lot 2) - Sep 02 2016 12:59:40 pm PLOTTED BY: karlchner DWG FORMAT: 191

DRAWING NO EXHIBIT B	DRAWING TITLE TOWN OF JACKSON CONSTRUCTION EASEMENT BURKES LOT 2	NELSON ENGINEERING P.O. BOX 1599, JACKSON WYOMING (307) 733-2087	DATE 9/01/16							
JOB NO 14-175-02			<table border="1"> <tr> <td>ENGINEERED</td> <td>ERN</td> </tr> <tr> <td>DRAWN</td> <td>BJG</td> </tr> <tr> <td>CHECKED</td> <td>ERN</td> </tr> <tr> <td>APPROVED</td> <td>ERN</td> </tr> </table>	ENGINEERED	ERN	DRAWN	BJG	CHECKED	ERN	APPROVED
ENGINEERED	ERN									
DRAWN	BJG									
CHECKED	ERN									
APPROVED	ERN									

**DURABLE
POWER OF ATTORNEY
(GENERAL)**

I, **Linda S. Burkes**, of Teton County, Wyoming, do hereby appoint my daughters, **Crystal Black** and **Valerie Adams**, and each of them, as my attorneys-in-fact.

1. **General Grant of Power.** My attorneys-in-fact shall have full power to act for me and in my name in the event of my absence or disability for any reason, in all matters and to do all things which I could do if personally present. Any determination by my attorneys-in-fact as to what constitutes absence or disability for these purposes shall be final and binding.

2. **Specific Powers.** The general grant of power to my attorneys-in-fact shall include, but not be limited to, the following powers:

(a) **Collection.** To demand, forgive, sue for, recover, collect, settle, extend or compromise any debt or claim payable to me, with respect to money, commercial paper, notes, checks, drafts, accounts, deposits, certificates of deposit, tax and other refunds, securities, dividends, interest, rents, annuities, insurance proceeds, pensions, profit sharing payments, retirement benefits, social security payments, Medicare and Medicaid payments, inheritances, documents of title and all other property (real or personal) and obligations in which at any time I have any interest.

(b) **Payment.** To pay, compromise, renew or settle any debt, claim or liability due from me.

(c) **Banking.** To sign, endorse, receive, guarantee and stop payment on checks, drafts, notes, mortgages, and other instruments for the payment of money; to open or close accounts, and to deposit and withdraw money, purchase and redeem savings bonds, certificates of deposit and other time deposits, whether held solely or jointly, in banks, savings and loan associations and other institutions.

(d) **Borrowing.** To obtain credit, borrow money or renew existing loans from any source; to pledge, mortgage or assign any property as collateral and execute instruments necessary to do so.

(e) **Purchase and Sale.** To purchase, acquire, lease, exchange, sell and transfer any property, real or personal, tangible or intangible, including United States Treasury bonds redeemable at par to pay federal estate taxes and other obligations of the United States, commodities, options, stocks, bonds and other securities; to borrow in connection with any purchase; to purchase on margin.

(f) **Property Management.** To manage, sell, lease, occupy, possess, insure, repair, improve, subdivide, raze, grant easements, and execute agreements, deeds and other instruments

(including instruments containing warranties and releasing rights of homestead) necessary to convey title in connection with any property, real or personal, tangible or intangible, in which at any time I have any interest, solely or jointly.

(g) **Trust Funding.** To execute and deliver all instruments necessary to assign, convey, transfer and deliver all cash, bonds, stocks, securities, annuities and other property of any kind, real or personal, tangible or intangible, owned by me to the trustee under any trust instrument executed by my attorney pursuant to subparagraph (r).

(h) **Stock Voting.** To vote stock in person or by proxy, and to delegate discretionary powers to proxies.

(i) **Existing Contracts.** To perform any agreement entered into by me.

(j) **Litigation.** To institute, compromise, settle, defend, appear in, appeal, give bond in and engage counsel to represent me in all legal proceedings in which at any time I may have any interest.

(k) **Business.** To invest, in, continue or wind up any business interest; to execute and amend partnership agreements; to incorporate, reorganize, merge consolidate, capitalize, sell, liquidate or dissolve any business; to elect, employ and compensate directors, officers, employees and agents; to execute buy-sell and voting trust agreements; to exercise options and subscription rights.

(l) **Entry to Safe Deposit Box.** To enter and remove property from, or terminate the lease of, any safe deposit box held solely or jointly by me.

(m) **Tax Matters.** To prepare, sign and file, or receive copies of any income tax returns, gift tax returns, estimates, waivers, consents, protests, receipts, refund claims, requests for rulings, agreements and petitions (including petitions to the Tax Court of the United States); to represent me and to hire counsel to represent me before any governmental agency or court.

(n) **Agents.** To hire and dismiss agents, with the same or more limited powers, to act for our attorney-in-fact.

(o) **Medical Care.** To arrange for my medical, surgical, hospital, nursing and convalescent care and treatment, including consent to treatment and application for insurance and other benefit payments related thereto.

(p) **Insurance.** To purchase, make loans on, pledge, convert or cancel any insurance in any amount on my life or any property interest I may have at any time; to receive any payments due on cancellation.

(q) **Gifts.** To carry on any gift program, charitable or otherwise, in which I am engaged.

(r) **Fiduciary Powers.** To exercise any powers given to me in a fiduciary capacity, whether solely or jointly, under any trust instrument, will or other instrument to the extent that I may delegate the powers; to execute a trust instrument with dispositive provisions identical to any existing will or trust (or both) of mine at the time of execution; to exercise all powers which I have as the settlor or beneficiary of any trust, including the power to amend, revoke, disclaim, and transfer assets to the trust.

(s) **Receipts.** To execute all instruments in connection with the above granted powers or for the protection of parties dealing with our attorney-in-fact, including receipts, releases, discharges and indemnifications.

3. **Disability.** This power of attorney shall not become ineffective by my disability.

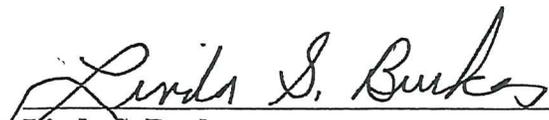
4. **Governing Law.** The law of the State of Wyoming shall govern this instrument.

5. **Ratification.** I authorize any person or institution presented this power of attorney to honor it without inquiry and to give effect to all documents signed by my attorney-in-fact on my behalf. My attorneys-in-fact's representation that he or she is acting according to this instrument shall fully protect anyone dealing with my attorney-in-fact. I hereby, for myself, and my respective heirs, executors, personal representatives and administrators, ratify and confirm whatever my attorney-in-fact may do under this instrument.

6. **Nomination of Guardian.** If a guardian of my person, estate or both becomes necessary, I nominate **Crystal Black** and **Valerie Adams**, and each of them, as guardian of my person and estate, to act without any security or bond.

This power of attorney shall take effect on August 19, 2013 and shall remain in full force and effect if not sooner revoked by a written instrument signed by me and delivered to my attorney-in-fact.

I have signed this instrument effective as of August 19, 2013.


Linda S. Burkes

Signature acknowledged in the presence of:


Mary Dwan

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by **Linda S. Burkes** this
19th day of August, 2013.

WITNESS my hand and official seal.

Mary Divan
Notary Public

(seal)

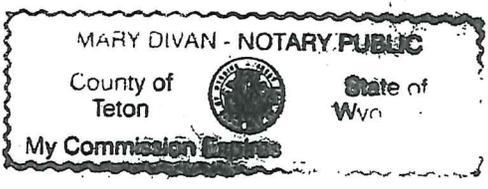
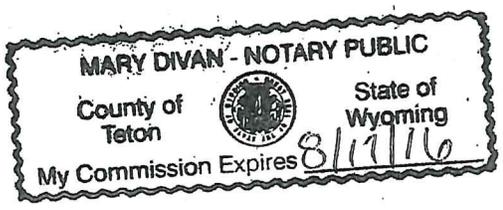


EXHIBIT A

LEGAL DESCRIPTION FOR A TEMPORARY CONSTRUCTION EASEMENT

FROM

HANSEN AND HANSEN, LLP

TO

THE TOWN OF JACKSON

An easement located in the S1/2 NE1/4 Section 32 Township 41 North Range 116 West, 6th P.M., Town of Jackson, Teton County, Wyoming, being a strip, 5 feet in width, lying within Adjusted Parcel B, Tract Map T-35B, records of Teton County, and being described as follows:

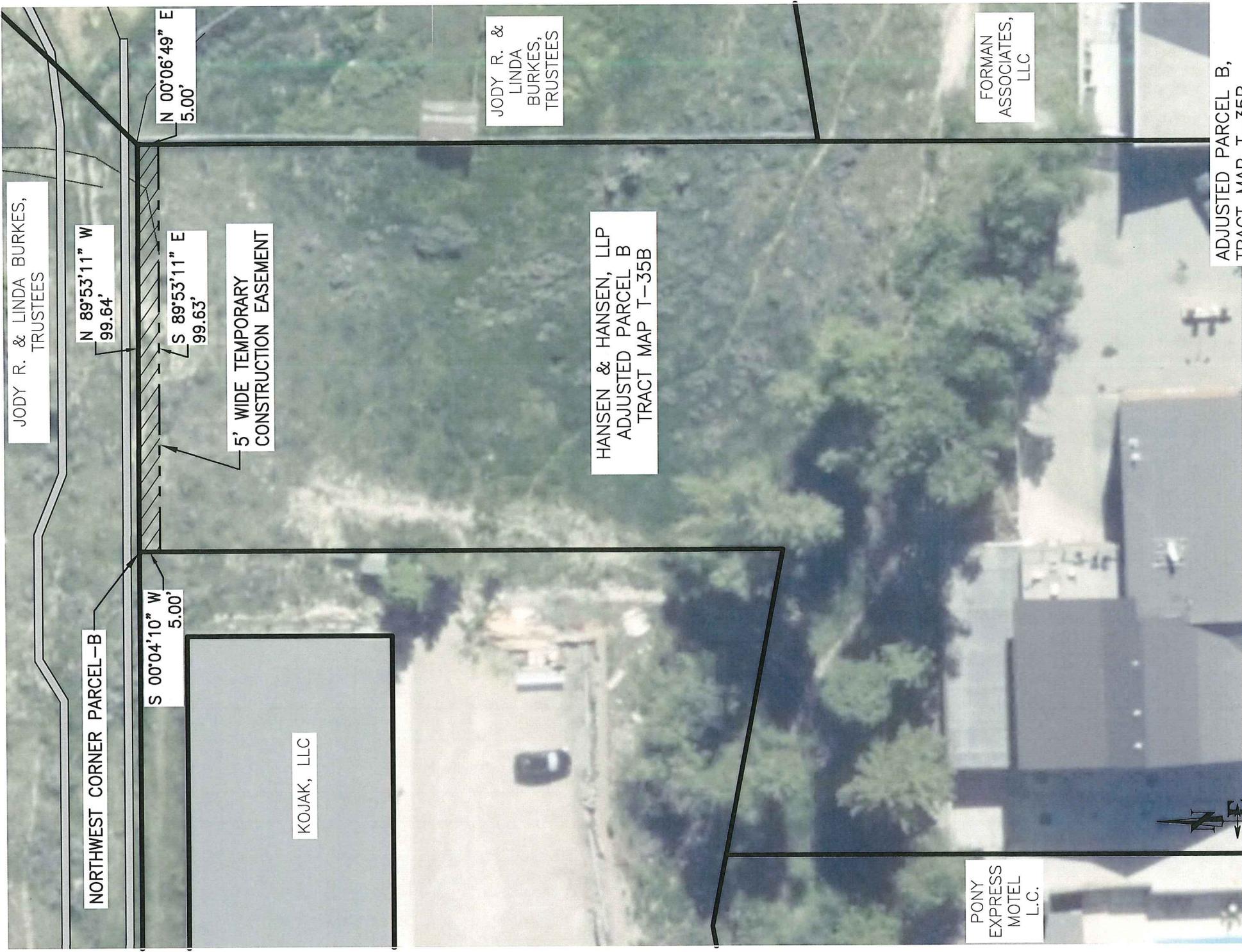
The northerly five (5) feet of Adjusted Parcel B as described in Tract Map T-35B recorded in the office of the Teton County Clerk, said parcel also identified as PIDN 22-41-16-32-1-00-014.

Said easement contains 0.0114 acres, more or less, and is subject to easement, rights-of-way, reservations, and restrictions, of sight and/or of record.

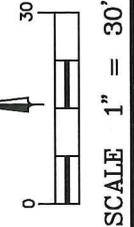
As shown on Exhibit B.

EXHIBIT B

A TEMPORARY CONSTRUCTION EASEMENT
FROM HANSEN & HANSEN, LLP
TO THE TOWN OF JACKSON



ADJUSTED PARCEL B,
TRACT MAP T-35B
PART OF S 1/2, NE 1/4,
SEC 32, T41N, R116W,
TOWN OF JACKSON
TETON COUNTY WYOMING



DRAWING NO EXHIBIT B	DRAWING TITLE TOWN OF JACKSON		DATE 9/01/16
	CONSTRUCTION EASEMENT		ENGINEERED REN
JOB NO 14-175-02	HANSEN & HANSEN		DRAWN BJG
			CHECKED REN
			APPROVED REN

**NELSON
ENGINEERING**
P.O. BOX 1598, JACKSON WYOMING (307) 733-2087

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that for Ten (\$10) Dollars and other good and valuable consideration, receipt whereof being hereby acknowledged, **Metro Plateau Owners Association**, hereinafter called the "Grantor," hereby grants to the **TOWN OF JACKSON**, a municipal corporation of the State of Wyoming, its successors and assigns, of Box 1687, Jackson, Wyoming, 83001, hereinafter called the "Grantee," a non-exclusive easement in, on, over, under, across, and through that property described on the Legal Description, Exhibit A, and shown on the Easement Sketch, Exhibit B, attached hereto and by this reference made a part hereof for the right to lay out, construct, inspect, operate, maintain, grade and/or repair a temporary public roadway adjacent to the property and appurtenant improvements.

Said easement shall terminate and be of no further force or effect fifteen (15) days after final completion and acceptance of the West Broadway Landslide improvements by the Grantee.

Grantee shall give Grantor advance notice of its intent to exercise its right under this easement and Grantee shall be required to and shall, prior to final completion and acceptance of said improvements, repair, replace, or rebuild any items, specifically including grading to pre-construction contours, landscaping, fencing, and survey monuments, which it shall remove, damage, or destroy upon the property subject to the easement 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.

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.

IN WITNESS WHEREOF, we have hereunto set our hands this 25 day of July 2016, hereby waiving and releasing all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

GRANTOR:



Metro Plateau Owners Association

State of Wyoming)
) §
County of Teton)



The foregoing instrument was acknowledged before me by
Rosanna Mitchell, President
this 25 day of July, 2016.

Witness my hand and official seal.

Jan Marie Hobart
Notary Public

My Commission Expires: January 8, 2019

Approved as to form:

Town Attorney

The foregoing easement is hereby accepted by the Town of
Jackson this _____ day of _____,
TOWN OF JACKSON

BY:
Mayor

ATTEST:

BY:
Town Clerk

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

Witness my hand and official seal.

Notary Public

My Commission Expires:

EXHIBIT A
LEGAL DESCRIPTION FOR A TEMPORARY CONSTRUCTION EASEMENT
FROM
METRO PLATEAU OWNERS ASSOCIATION
TO
THE TOWN OF JACKSON

An easement located in the S1/2 NE1/4 Section 32 Township 41 North Range 116 West, 6th P.M., Town of Jackson, Teton County, Wyoming, being a strip, 5 feet in width, lying within Lot 16 of the Metro Plateau Second addition to the Town of Jackson, Plat No. 1309 in the records of Teton County, and being described as follows:

Beginning at the northeast corner of Lot 16 of the Metro Plateau Second addition to the Town of Jackson as show on Plat No. 1309 in the records of the Teton County Clerk;

Thence N 89°58'29" W along the north boundary line of said Lot 16, 165.61 feet;

Thence N 89°58'23" W along the north boundary line of said Lot 16, 69.17 feet;

Thence S 00°01'37" W, 5.00 feet;

Thence S 89°58'23" E, 69.17 feet;

Thence S 89°58'29" E, 165.60 feet to the east boundary line of said Lot 16;

Thence N 00°04'10" E, along the east boundary of said Lot 16, 5.00 feet to the point of beginning.

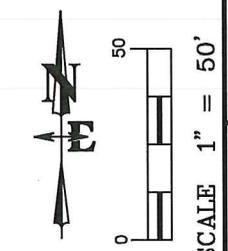
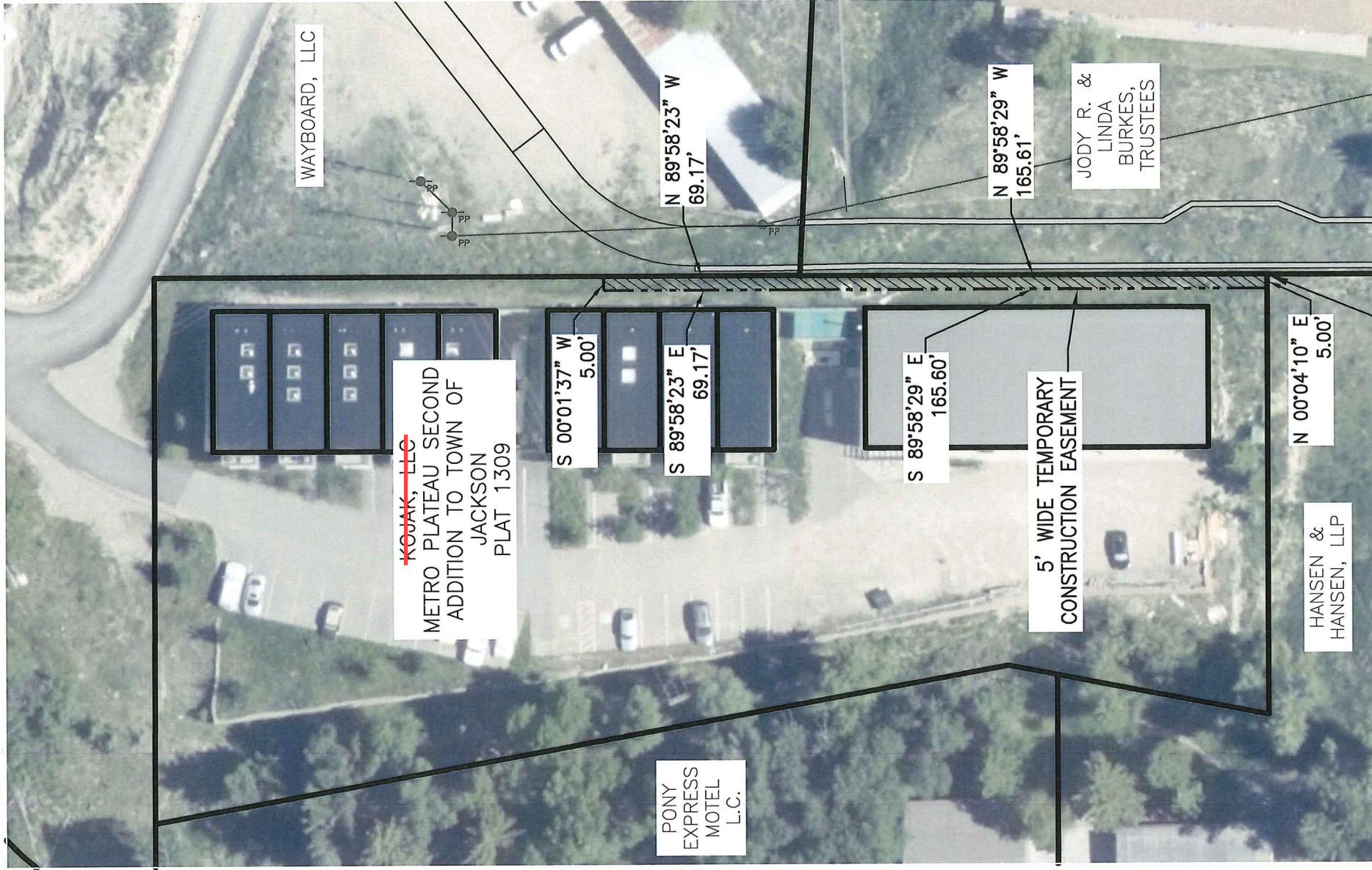
Said easement contains 0.0269 acres, more or less, and is subject to easement, rights-of-way, reservations, and restrictions, of sight and/or of record.

As shown on Exhibit B.

This description prepared from records in the office of the Teton County Clerk and surveys performed 2014-2016 for the West Broadway Landslide Mitigation Project, the basis of bearing for said surveys is N 00°09'27" E along the east line of the NE1/4NE1/4 Section 32, T41N, R116W.

EXHIBIT B

A TEMPORARY CONSTRUCTION EASEMENT
 FROM ~~KOJAK, LLC~~ **Metro Plateau Owners Association**
 TO THE TOWN OF JACKSON



NORTHEAST CORNER
 METRO PLATEAU SECOND
 PLAT 1309
 PART OF S 1/2, NE 1/4,
 SEC 32, T41N, R116W,
 TOWN OF JACKSON
 TETON COUNTY WYOMING

DRAWING NO EXHIBIT B	DRAWING TITLE TOWN OF JACKSON CONSTRUCTION EASEMENT	DATE 6/01/16
JOB NO 14-175-02	KOJAK LLC	ENGINEERED RKN
		DRAWN BJG
		CHECKED RKN
		APPROVED RKN

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

EXHIBIT A

LEGAL DESCRIPTION FOR A TEMPORARY PUBLIC ROAD AND CONSTRUCTION EASEMENT

FROM

WAYBOARD LLC

TO

THE TOWN OF JACKSON

An easement located in the SW1/4 NE1/4 Section 32 Township 41 North Range 116 West, 6th P.M., Town of Jackson, Teton County, Wyoming, being a strip of land lying within the parcel described in Warranty Deed, recorded in Book 834, Pages 633-635, in the records of the Teton County Clerk, and described and shown on Tract Map T-40A, in the records of the Teton County Clerk, said easement being 20 feet in width, 10 feet either side of the following described centerline:

Commencing at the southeast corner of the parcel described in Book 834, Page 633-635, in the records of the Teton County Clerk, thence N 02°49'45" E, along the east boundary line of said Parcel, 10.95 feet to the point of beginning on the centerline of said easement;

Thence S 89°04'31" W, 10.95 feet;

Thence S 89°47'04" W, 26.5 feet to a point on a tangent circular curve to the right;

Thence along said circular curve to the right, having a radius of 60.00 feet, a central angle of 52°44'17", a chord bearing of N 63°50'48" W and a chord distance of 53.03 feet, through an arc length of 55.23 feet;

Thence N 37°28'40" W, 99.13 feet to a point on a tangent circular curve to the left;

Thence along said circular curve to the left, having a radius of 30 feet, a central angle of 121°18'50", a chord bearing of S 81°51'55" W and a chord distance of 52.3 feet, through an arc length of 63.52 feet;

Thence S 21°12'31" W, 55.15 feet;

Thence S 23°50'40" W, 57.98 feet to a point on a tangent circular curve to the right;

Thence along said circular curve to the right, having a radius of 40 feet, a central angle of 114°46'42", a chord bearing of S 81°14'01" W and a chord distance of 67.39 feet, through an arc length of 80.13 feet;

Thence N 41°22'38" W, 59.14 feet to a point on a tangent circular curve to the left;

Thence along said circular curve to the left, having a radius of 45 feet, a central angle of 80°46'08", a chord bearing of N 81°45'42" W and a chord distance of 58.31 feet, through an arc length of 63.44 feet;

Thence S 57°51'14" W, 43.00 feet to a point on a tangent circular curve to the left;

Thence along said circular curve to the left, having a radius of 200 feet, a central angle of 09°33'11", a chord bearing of S 53°04'39" W and a chord distance of 33.31 feet, through an arc length of 33.35 feet;

Thence S 52°06'04" W, 45.74 more or less, to the end point of the centerline of said easement on the west boundary line of said Parcel and the northerly right-of-way line of Wyoming State Highway 22.

The side lines of said easement shall be extended or shortened to terminate at the property lines.

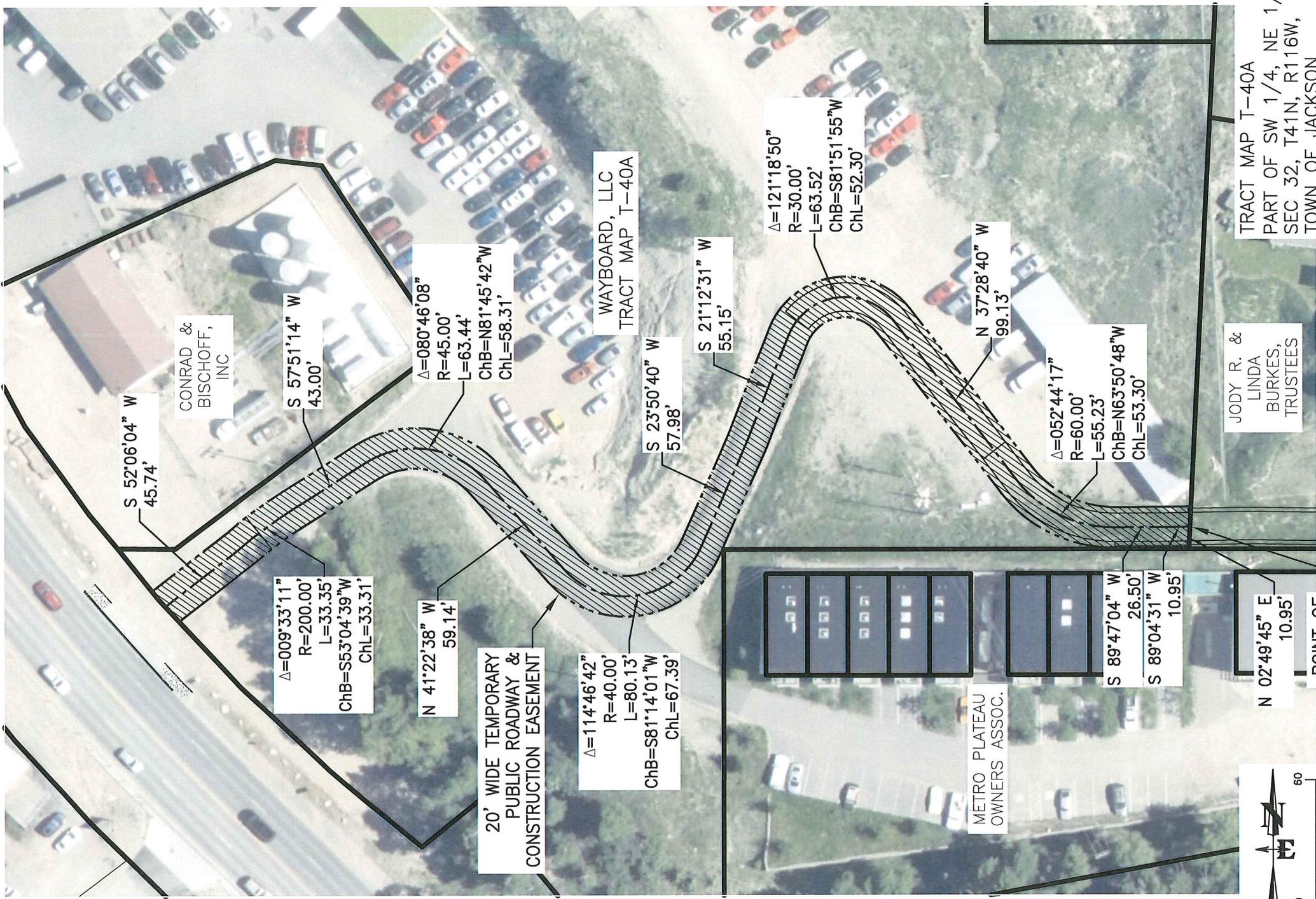
Said easement contains 0.3182 acres, more or less, and is subject to easement, rights-of-way, reservations, and restrictions, of sight and/or of record.

As shown on Exhibit B.

This description prepared from records in the office of the Teton County Clerk and surveys performed 2014-2016 for the West Broadway Landslide Mitigation Project, the basis of bearing for said surveys is N 00°09'27" E along the east line of the NE1/4NE1/4 Section 32, T41N, R116W.

EXHIBIT B

A TEMPORARY PUBLIC ROADWAY & CONSTRUCTION EASEMENT
FROM WAYBOARD LLC
TO THE TOWN OF JACKSON



$\Delta=009^{\circ}33'11''$
R=200.00'
L=33.35'
ChB=S53°04'39"W
ChL=33.31'

N 41°22'38" W
59.14'

$\Delta=080^{\circ}46'08''$
R=45.00'
L=63.44'
ChB=N81°45'42"W
ChL=58.31'

$\Delta=114^{\circ}46'42''$
R=40.00'
L=80.13'
ChB=S81°14'01"W
ChL=67.39'

WAYBOARD, LLC
TRACT MAP T-40A

S 23°50'40" W
57.98'

S 21°12'31" W
55.15'

$\Delta=121^{\circ}18'50''$
R=30.00'
L=63.52'
ChB=S81°51'55"W
ChL=52.30'

N 37°28'40" W
99.13'

$\Delta=052^{\circ}44'17''$
R=60.00'
L=55.23'
ChB=N63°50'48"W
ChL=53.30'

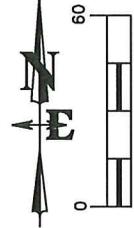
S 89°47'04" W
26.50'

S 89°04'31" W
10.95'

N 02°49'45" E
10.95'

JODY R. &
LINDA
BURKES,
TRUSTEES

TRACT MAP T-40A
PART OF SW 1/4, NE 1/4,
SEC 32, T41N, R116W,
TOWN OF JACKSON
TETON COUNTY WYOMING



POINT OF
BEGINNING

DRAWING NO EXHIBIT B	DRAWING TITLE TOWN OF JACKSON CONSTRUCTION EASEMENT WAYBOARD LLC	DATE 6/01/16
JOB NO 14-175-02		ENGINEERED REYN
		DRAWN BJG
		CHECKED REYN
		APPROVED REYN

**NELSON
ENGINEERING**
P.O. BOX 1598, JACKSON WYOMING (307) 733-2087

S:\Projects\14-175-01_Broadway Slide Mitigation\Drawings\TOP ACCESS ROAD BASE.dwg OVERVIEW.dwg - Apr 29 2016 10:26:47 pm PLOTTED BY: green DWG PBRM11.191



DRAWING NO
EXHIBIT
JOB NO
14-175-01

JOB TITLE
**TOWN OF JACKSON
WEST BROADWAY SLIDE MITIGATION**

DRAWING TITLE
**TEMPORARY ACCESS ROAD
SITE PLAN**

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

DATE	SURVEYED	ENGINEERED	DRAWN	CHECKED	APPROVED
4/28/2016	LR	AL	SK	RN	

REV.