



Teton County Scenic Preserve Trust - Staff Report

Meeting Date: July 20, 2021

Submitting Dept: Planning and Building Services Department

Presenter: Kristi Malone

Subject: Correction of Filing Error:
Sewer Line Easement in TCSPT
Easement

Statement / Purpose:

Approval of amendment to sewer line easement between Melody Ranch Investments I LLC and Teton County School District #1 to correct a mistake in prior recordation. The sewer easement is within the Teton County Scenic Preserve Trust Melody Ranch conservation easement. No changes to the terms of the sewer agreement are proposed—this item is for correction of a clerical error by appending previously approved exhibits.

Background / Description (Pros & Cons):

This amendment is a correction to a previously filed agreement between Melody Ranch Investments I LLC and Teton County School District #1 concerning an existing easement for a sewer line. At the time of filing on April 10, 2020, the applicant failed to attach referenced exhibits. The amendment proposed herein (Attachment #1 to this staff report), does not change the content or terms of the agreement but simply appends the exhibits that were previously and mistakenly omitted.

The only reason this item is presented to the Board of Trustees of the Teton County Scenic Preserve Trust (TCSPT) for approval is because the sewer easement is located within the Teton County Scenic Preserve Trust Melody Ranch conservation easement. The Board must consent to any changes that may occur on the property encumbered by the conservation easement upon finding compliance with terms of the conservation easement currently in place. The sewer line easement agreement was already approved by the Board on February 18, 2020 so approval of this amendment allows that agreement to be upheld with the previously approved exhibits attached.

Stakeholder Analysis & Involvement:

Since the proposed amendment is only for correction of a recordation error and does not change the content or terms of the agreement, no stakeholder involvement was sought.

Fiscal Impact:

The cost of filing documentation to correct this recordation error is the responsibility of the grantor and grantee of the sewer line easement. No fiscal impact to Teton County.

Staff Impact:

Staff is impacted by allocating time toward review of the amendment document for correction of the applicant's filing error and toward preparation of this staff report.

Legal Review:

Gingery

Staff Input / Recommendation:

Staff recommends approval of this amendment request to correct the April 10, 2020 recordation error and accurately reflect the previously approved exhibits for the sewer easement agreement.

Attachments:

1. Proposed Amendment: "First Amendment to Agreement for Amendment to Sewer Line Easement"
2. Recorded Sewer Line Agreement (April 10, 2020)

Suggested Motion:

I move to **APPROVE** the attached "First Amendment to Agreement for Amendment to Sewer Line Easement" between Melody Ranch Investments I, LLC and Teton County School District #1 to correct a mistake in prior recordation, being able to confirm that the Agreement's terms and form were previously found consistent on February 18, 2020 with the Melody Ranch Agricultural Open Space Easement, as amended, currently in effect, and held by Teton County Scenic Preserve Trust and that no change to the terms and form of the Agreement are proposed in this amendment.

**FIRST AMENDMENT TO
AGREEMENT FOR AMENDMENT TO SEWER LINE EASEMENT**

This First Amendment to Agreement for Amendment to Sewer Line Easement ("First Amendment") is made and entered into this 24th day of May, 2021 by and between Melody Ranch Investments I LLC, a Wyoming limited liability company, of Teton County, Wyoming ("Melody") and the Teton County School District Number 1, whose address is 1235 Gregory Lane, Jackson, Wyoming 83001 ("School"). This First Amendment shall be effective upon its recordation in the Office of the Teton County, Wyoming Clerk ("Effective Date").

Recitals

WHEREAS, Melody granted the School a sewer line easement pursuant to that document titled Sewer Line Easement, which document was recorded in the Office of the Teton County, Wyoming Clerk on August 10, 2017 as Document Number 0933485 ("Sewer Line Easement").

WHEREAS, Melody and the School amended the Sewer Line Easement pursuant to an Agreement for Amendment to Sewer Line Easement, which document was recorded in the Office of the Teton County, Wyoming Clerk on April 10, 2020 as Document Number 0988616 ("Agreement").

WHEREAS, the exhibits and attachments referenced in the Agreement were inadvertently omitted from the Agreement when the document was recorded.

WHEREAS, Melody and the School are executing this First Amendment in order to append the referenced exhibits and attachments to the Agreement.

Now therefore, in consideration of the above recitals, which are hereby incorporated by reference, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Melody and the School agree as follows:

1. Exhibits Appended to Agreement. The Agreement is hereby amended to append the following exhibits to the Agreement as if the exhibits were originally recorded therewith:

Exhibit A to the Agreement: Exhibit A to the Agreement is attached hereto as **Exhibit A**, and is a legal description of the sewer line.

Exhibit B to the Agreement: Exhibit B to the Agreement is attached hereto as **Exhibit B**, and is a graphical depiction of the sewer line.

Exhibit C to the Agreement: Exhibit C to the Agreement is attached hereto as **Exhibit C**, and is a legal description of the benefitted School property.

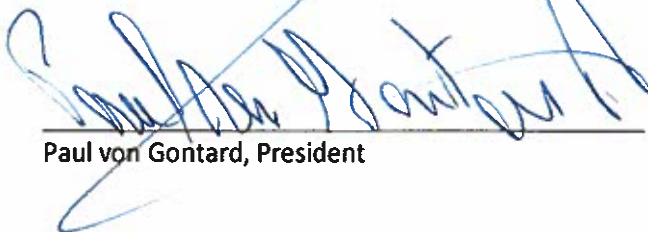
2. Adoption by Reference and Amendment to Sewer Line Easement. Section 4 of the Agreement references a document titled Adoption By Reference And Amendment To Sewer Line Easement. A copy of this document is attached hereto as **Exhibit D** and is the document referenced in Section 4 of the Agreement.

3. Remainder of Agreement. The remainder of the Agreement remains unchanged.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the dates below.

MELODY RANCH INVESTMENTS I LLC, a Wyoming limited liability company

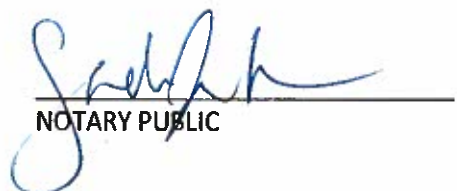
By: Melody Ranch Investments, Inc., a Wyoming corporation, as Manager and Member

By: 
Paul von Gontard, President

STATE OF Wyoming)
) ss.
COUNTY OF Teton)

The foregoing instrument was acknowledged before me on the 24 day of May, 2021 by Paul von Gontard as President of Melody Ranch Investments, Inc., a Wyoming corporation.




NOTARY PUBLIC



Missouri
County of
City of
My Commission Expires
11-11-11



Teton County School District Number 1

By:
Its:

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me this ____ day of _____
_____, 2021 by _____ as _____ of Teton County School District
Number 1, Teton County, Wyoming.

Witness my hand and official seal.

NOTARY PUBLIC

Comes now the Teton County Scenic Preserve Trust, a Wyoming non-profit corporation ("Trust"), and as Grantee to that certain Agricultural Open Space Easement recorded on October 12, 1995 as document # 0404940 in the Office of the Teton County Clerk, Teton County, Wyoming, and hereby acknowledges that Grantor has, pursuant to the provisions of Section 4.1 of the foregoing described easement, notified the Trust of its desire and intent to execute this First Amendment to Agreement for Amendment to Sewer Line Easement, and further acknowledges that Grantee/Trust has no objections to the First Amendment to Agreement for Amendment to Sewer Line Easement and consents to Grantor executing this First Amendment to Agreement for Amendment to Sewer Line Easement.

TETON COUNTY SCENIC PRESERVE TRUST, a Wyoming non-profit corporation

By:
Its: Chair

ATTEST

By: Maureen Murphy
Its: County Clerk

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by _____, as Chair of the Teton County Scenic Preserve Trust, a Wyoming non-profit corporation, and Maureen Murphy, as County Clerk, who are each personally known to me or have each established their identity and authority to me by reasonable proof, this _____ day of _____, 2021.

Witness my hand and official seal.

NOTARY PUBLIC

EXHIBIT A

**Legal Description
for
SEWER EASEMENT;**

A 40 foot wide strip of land lying within NE1/4SE1/4, Section 20, T40N, R116W, 6th P.M., Teton County, Wyoming, said strip of land contained within Tract 1 shown on map T-359P recorded in the Office of the Clerk of Teton County, Wyoming, with the centerline of said 40 foot wide strip being more particularly described as follows:

COMMENCING at the NE property corner of Tract 1 shown on map T-359P in said Office, with said corner being described as a 5/8" diameter reinforcing bar with a 2" diameter aluminum cap inscribed "Jorgensen Associates, P.C. PLS 8469" referenced by a BLM style iron pipe with a 3" diameter cap that bears N 05°44'02" E, 3.72 feet from said NE property corner;

THENCE S 18°09'08" E, 100.23 feet along the westerly right of way line of US Highway 26/89/189/191, to a point;

THENCE S 18°09'08" E, 92.78 feet along the westerly right of way line of US Highway 26/89/189/191, to a point;

THENCE S 18°33'23" E, 187.88 feet, to a point lying on the westerly right of way line of US Highway 26/89/189/191 **AND** to the true point of **BEGINNING**;

THENCE N 53°58'53" W, 613.84 feet, to a point on the south right of way line of South Park County Road 22-1 **AND** the point of **TERMINUS**.

Said point of **TERMINUS** lying S 89°55'00" W, 376.57 feet from the NE property corner of Tract 1 shown on map T-359P in said Office.

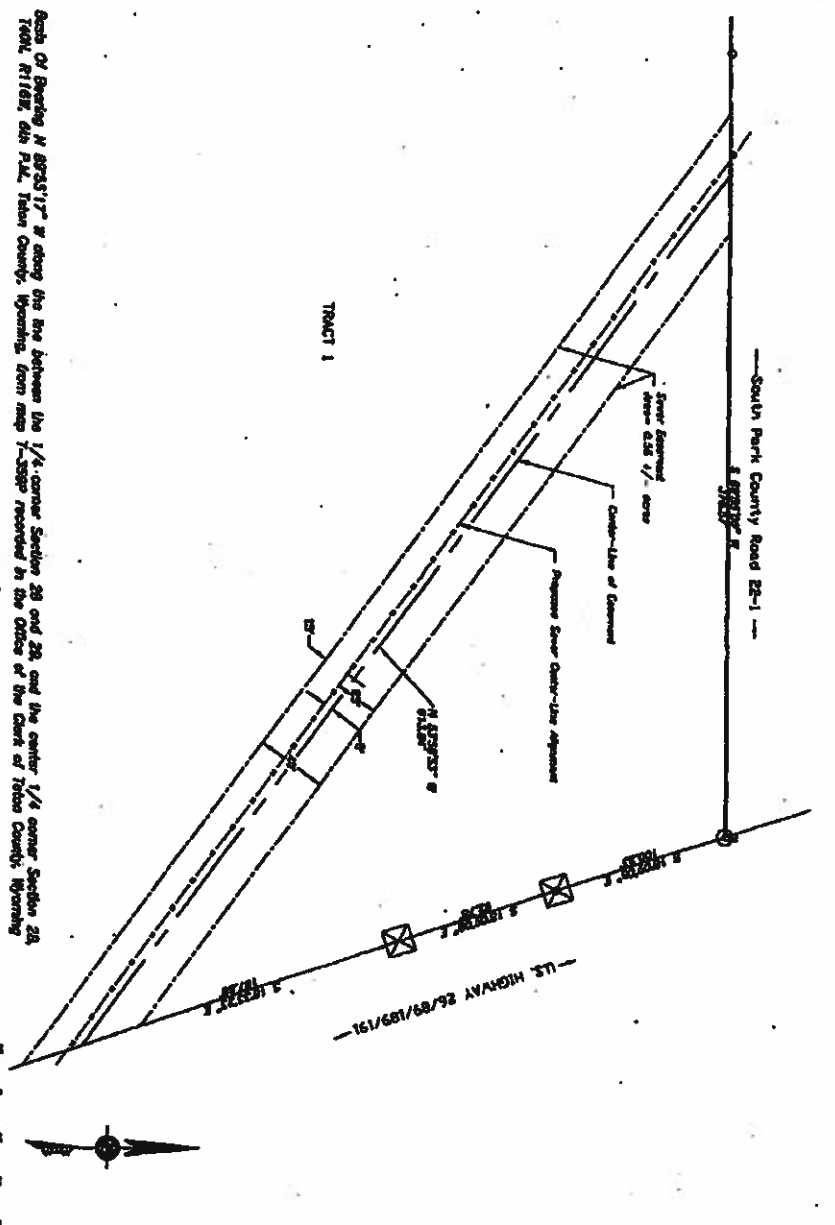
The side lines of said 40 foot easement to be extended or shortened to intersect US Highway 26/89/189/191 right of way to the southeast and South Park County Road 22-1 right of way to the northwest.

Said easement contains 0.56 acres more or less.

Basis of Bearing = N 89°55'17" W along the line between the 1/4 corner of Section 28 and 29, and the center 1/4 corner Section 28, T40N, R116W, 6th P.M., Teton County, Wyoming, as shown on said map T-359P in said Office.

This description made without benefit of survey from records in the Office of the Clerk of Teton County, Wyoming.

Pierson Land Works, LLC
March 15, 2017



Each of Berding N 8735'17" at along the line between the 1/4 corner Section 20 and 22, and the center 1/4 corner Section 26
1604, 1116th 6th P.M., Teton County, Wyoming, from map 1-3300 recorded in the Office of the Clerk of Teton County Wyoming

<p>MMES Sewer Easement Being a portion of NE1/4SE1/4 Section 20 T. 40 N., R. 116 W., 6th P.M. Teton County, Wyoming .</p>	<p>Exhibit B Project Number - 22220 Project Path - F:\2025\122220\2025\2025_SPA\01\Drawings\Drawing Drawing No. - 010 Reviewed By - GP Drawing Date - March 25, 2017 Revised Date - March 25, 2017</p>	<p>Project Location: Teton 720 S. 11th St. Laramie, WY 82001 Tel: 307.733.1111 Fax: 307.733.1111 www.gardner.com</p>
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Exhibit C



Legal Description
of
Teton County School District #1
"School District Property"

That part of the E½SW¼, SW¼SE¼ and Government Lot 7, Section 3, T39N, R116W, 6th P.M., Teton County, Wyoming further described as follows:

BEGINNING at a point N 69°33'29" E, 930.32 feet from the SW 1/16 corner of said Section 3, which is the southwest corner of Tract 3 as shown on Map T-368-I as recorded in the Office of the Clerk of Teton County, Wyoming marked by a 5/8" diameter steel re-bar with aluminum cap inscribed "NELSON ENGR PE & LS 578":

THENCE N 69°38'26" E, 260.54 feet to a 5/8" diameter steel re-bar with an aluminum cap inscribed "PLS 6447";

THENCE N 69°36'55" E, 219.00 feet to a 5/8" diameter steel re-bar with an aluminum cap inscribed "PE & LS 578";

THENCE N 69°37'09" E, 271.10 feet to a 5/8" diameter steel re-bar with an aluminum cap inscribed "PE & LS 578";

THENCE N 69°35'42" E, 423.28 feet to a 2¼" diameter galvanized pipe with 3" brass cap inscribed "RLS 164";

THENCE N 69°37'54" E, 142.96 feet to a point lying on the westerly right-of-way line of U.S. Highway 26, 89, 189, 191 marked by a 5/8" diameter steel re-bar with an aluminum cap inscribed "PIERSON LAND SURVEYS PLS 3831"; said point lying 75 feet offset from the centerline of a spiral curve to the left, the total central angle of which is 62°14', the total length of which is 2789.3 feet, and the spiral lengths of which are 300.0 feet;

THENCE southeasterly 98.5 feet more or less along said right-of-way line offset from said centerline spiral curve, having a chord running S 51°39'57" E, 98.40 feet to a 6"x6" concrete post with 3" brass cap inscribed "State Highway Department PLS 482";

THENCE southerly along said right-of-way line S 51°48'19" E, 396.68 feet to a 5/8" diameter steel re-bar with an aluminum cap inscribed "PLS 3831";

THENCE departing said right-of-way line S 53°57'18" W, 199.70 feet to a 5/8" diameter steel re-bar with an aluminum cap inscribed "PLS 3831";

THENCE along a curve to the right with an arc length of 154.17 feet, a radius of 475.78 feet with a central angle of 18°33'58", and whose chord bears S 63°14'17" W, 153.50 feet to a 5/8" diameter steel re-bar with an aluminum cap inscribed "PLS 3831";

THENCE on a non-tangent line S 79°07'27" W, 49.66 feet to a 5/8" diameter steel re-bar with an aluminum cap inscribed "PLS 3831";

THENCE along a curve to the left with an arc length of 217.27 feet, a radius of 316.14 feet with a central angle of 39°22'37", and whose chord bears S 59°26'09" W, 213.02 feet to a 5/8" diameter steel re-bar with an aluminum cap inscribed "PLS 3831";

THENCE on a non-tangent line S 40°45'01" W, 150.64 feet to a 5/8" diameter steel re-



bar with an aluminum cap inscribed "PLS 3831";

THENCE S 45°13'59" W, 342.79 feet to a 5/8" diameter steel re-bar with an aluminum cap inscribed "PLS 3831";

THENCE S 52°51'53" W, 297.36 feet to a 5/8" diameter steel re-bar with an aluminum cap inscribed "PLS 3831";

THENCE S 61°09'46" W, 79.91 feet to a 5/8" diameter steel re-bar with an aluminum cap inscribed "PLS 3831";

THENCE N 31°27'28" W, 850.55 feet to the POINT OF BEGINNING.

Said property contains 20.0 acres more or less.

Basis of Bearing = N 69°33'29" E along the line between the SW1/16 of Section 3, T39N, R116W, 6th P.M. Teton County, Wyoming, and the southwest corner of Tract 3 (map T-368J), as shown on said map T-375D in said Office.

Pierson Land Works, LLC
January 26, 2017

EXHIBIT A

Page 2 of 2

Exhibit D

**ADOPTION BY REFERENCE AND
AMENDMENT TO SEWER LINE EASEMENT**

This Adoption by Reference and Amendment to Sewer Line Easement is made and entered into to be effective as of the ___ day of _____ 2020 by, between, and among Melody Ranch Investments I LLC, a Wyoming limited liability company, of Teton County, Wyoming ("Melody"), Teton County School District Number 1 of 1285 Gregory Lane, Jackson, Wyoming 83001 ("School"), and _____ (as an Additional Grantee).

RECITALS

- A. An easement for a sewer line was previously conveyed to School by Melody as reflected in that Sewer Line Easement Agreement filed in the office of the Teton County clerk in Jackson, Wyoming on August 1, 2017 as Document No. 0933485 ("Easement"). The legal description for that Easement is set forth on Exhibit A and depicted on Exhibit B thereto.
- B. The Easement is appurtenant only to that parcel of real property set forth on Exhibit C.
- C. Additional Grantee desires to connect to the Town of Jackson wastewater treatment facility by and through School's sewer line as an Additional Grantee.
- D. Melody and School desire to amend the Easement to include the Real Property owned by Additional Grantee and described on Exhibit D and shown on Exhibit E as being a parcel to which the Easement is appurtenant.
- E. All easements are attached and by reference incorporated herein.

NOW THEREFORE for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid, receipt and sufficiency of which is hereby acknowledged, Melody, School and Additional Grantee hereby acknowledge and adopt as being applicable to each of them, and for the benefit of each of them, the Easement and all of its terms and conditions set forth therein and hereby amend Exhibit A and B of the Easement by adding thereto as an appurtenant parcel, that parcel of real property belonging to Additional Grantee and more particularly described on Exhibit D and depicted on Exhibit E hereto.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF the Parties have hereunto set their hands to be effective as of the day and year first above written, hereby waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Wyoming.

MELODY RANCH INVESTMENTS I LLC, a Wyoming limited liability company:

By: Melody Ranch Investments, Inc., a Wyoming corporation, as Manager and Member

By: _____
Paul von Gontard, President

STATE OF WYOMING)
) SS.
COUNTY OF TETON)

On this _____ day of _____, 2020, before me, the undersigned Notary Public, personally appeared Paul Von Gontard, as President of Melody Ranch Investments, Inc. a Wyoming corporation, as manager and Member of Melody Ranch Investments I, LLC, a Wyoming limited liability company, and known to me, or proven by satisfactory evidence, to be the Manager and Member of the company that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the company, by authority of Statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that such person is authorized to execute said instrument on behalf of the limited liability company.

WITNESS my hand and official seal.

Notary Public

ACKNOWLEDGEMENT AND RECEIPT BY TCSD

The undersigned Teton County School District No. 1 of Teton County, Wyoming hereby acknowledges the terms and conditions of the foregoing described Adoption by Reference and the Easement as set forth above and hereby accepts the Easement subject to its requirement for compliance with all such terms and conditions.

IN WITNESS WHEREOF it has hereunto set its hand to be effective as of the _____ day of _____ 2020.

TETON COUNTY SCHOOL DISTRICT NO. 1,
TETON COUNTY, WYOMING.

By:

STATE OF WYOMING)
) SS.
COUNTY OF TETON)

On this _____ day of _____ 2020, before me the undersigned notary public personally appeared _____ who is personally known to me in, or who has satisfactorily proven, their capacity as _____ of the Teton County School District # 1 and acknowledged said instrument to be the free and voluntary act and deed of such district by authority of Statute and its Bylaws.

WITNESS my hand and official seal.

Notary Public

**AGREEMENT FOR AMENDMENT
TO SEWER LINE EASEMENT**

This Agreement is made the 18th day of February, 2020 by and between Melody Ranch Investments I LLC, a Wyoming limited liability company, of Teton County, Wyoming ("Melody") and the Teton County School District Number 1 of 1235 Gregory Lane, Jackson, Wyoming 83001 ("School").

RECTALS

A. An easement for a sewer line was previously conveyed to School by Melody as reflected in that Sewer Line Easement document filed in the office of the Teton County Clerk in Jackson, Wyoming on August 1, 2017 as Document No 0933485. The legal description for that sewer line is legally described on the attached Exhibit A and depicted on Exhibit B.

B. The easement for the sewer line is appurtenant to and limited to School's real property set forth on the attached Exhibit C. School does not have the ability to allow other parties to use that portion of the sewer line that crosses Melody's real property as contained in the Sewer Line Easement document. It would be of considerable economic benefit to School if it was permitted by Melody to allow other owners to hook into School's sewer line and use Melody's sewer line easement.

C. Various property owners situated in the general vicinity of the Munger Mountain Elementary School desire to connect to the Town of Jackson wastewater treatment facility by and through School's sewer line on the terms and conditions set forth below.

D. Melody and School desire to amend the Sewer Line Agreement to allow additional owners to use the sewer line easement by connecting to School's sewer line on terms and conditions set forth below.

NOW THEREFORE for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid, receipt of which is hereby acknowledged, Melody and School agree to allow additional owners to become additional grantees to the Sewer Line Easement on the following terms and conditions.

1. School must provide Melody with a copy of an owner's request in writing to School to hook into School's sewer line and become an Additional Grantee.

2. It is the responsibility of Additional Grantee and School to obtain authorization from the Town of Jackson, Wyoming, the Teton County Scenic Preserve Trust, and any other applicable entities/organizations for Additional Grantee's use of the sewer line easement.

3. Additional Grantee may only use the Sewer Line Easement by and through School's sewer line, i.e. Additional Grantee may not hook directly into the sewer line on Melody's property. Additionally, Additional Grantee shall not have the right to repair, reconstruct, or replace the sewer line on Melody's property nor enter onto Melody's property. All repair, reconstruction, or replacement of the sewer line shall solely be performed by School.

4. For each new Additional Grantee that School allows to use the sewer line easement, Melody and School shall sign and file an Adoption By Reference And Amendment To Sewer Line Easement document substantively similar to the attached, along with each Additional Grantee. Such future Amendments shall not require owner consents by those who have already been added to the Sewer Line Easement.

5. This expansion of use is only for additional capacity in the sewer line as the same crosses Melody's property and does not intend or contemplate a physical expansion of the sewer line itself as contained in Exhibits A and B.

6. Melody and its related entities may hook into the School sewer line provided it pays School the same rate as charged to other similarly situated owners who have hooked into the School sewer line within the past 9 months.

7. This Agreement for Amendment allowing for the grant of additional Sewer Line Easements for the School District Sewer Line Easement as described on attached Exhibit A and depicted on attached Exhibit B shall be perpetual. Notwithstanding anything contained herein, this Agreement For Amendment shall automatically terminate and be of no further force or effect should School refuse to allow Melody or a related entity to hook into the School sewer line. In such event Melody shall file a Termination Of Agreement for Amendment to Sewer Line Easement in the County Clerk land records.

8. This Agreement for Amendment to Sewer Line Easement shall not be recorded by either party, but the parties shall execute for recording a Memorandum of Agreement for the Granting of Sewer Line Easements. That Agreement shall be recorded in the real property records of Teton County, Wyoming.

9. All other terms and conditions contained within the original Sewer Line Easement not in conflict herewith shall survive and be of full force and effect.

MELODY RANCH INVESTMENTS I
LLC, a Wyoming limited liability
company:

By: Melody Ranch Investments, Inc.,
a Wyoming corporation, as
Manager and Member

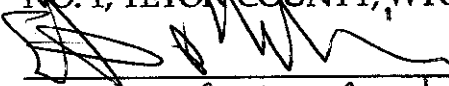
By: 
Paul von Gontard, President

ACKNOWLEDGEMENT AND RECEIPT

The undersigned Teton County School District No. 1 of Teton County, Wyoming hereby acknowledges the terms and conditions of the foregoing described Agreement For Amendment To Sewer Line Easement as set forth above and hereby accepts the same subject to its requirement for compliance with all such terms and conditions.

IN WITNESS WHEREOF it has hereunto set its hand to be effective as of the 11th day of MARCH, 2020.

TETON COUNTY SCHOOL DISTRICT
NO. 1, TETON COUNTY, WYOMING


By: Betsy Carlin, Board Chair

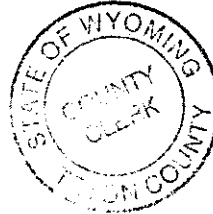
Comes now the Teton County Scenic Preserve Trust, a Wyoming non-profit corporation ("Trust"), and as Grantee to that certain Agricultural Open Space Easement recorded on October 12, 1995 as document # 0404940 in the Office of the Teton County Clerk, Teton County, Wyoming, and hereby acknowledges that Grantor has, pursuant to the provisions of Section 4.1 of the foregoing described easement, notified the Trust of its desire and intent to grant the Agreement for Amendment to Sewer Line Easement to Teton County School District # 1, and further acknowledges that Grantee/Trust has no objections to the granting of the foregoing described Amendment and consents to the grant thereof by Grantor.

TETON COUNTY SCENIC PRESERVE TRUST,
 A Wyoming non-profit corporation

Natalia D. Macker
 By: *Natalia D. Macker*
 Its: Chair

ATTEST

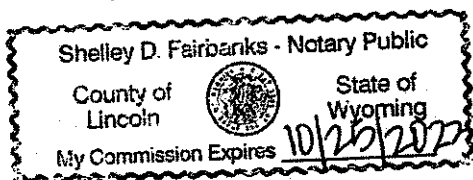
Sherry Daigle
 By: Sherry Daigle
 Its: County Clerk



STATE OF WYOMING)
) ss
 COUNT OF TETON)

The foregoing instrument was acknowledged before me by *Natalia D. Macker* to me known to be the person that executed the foregoing as Chairman of the Teton County Scenic Preserve Trust, a Wyoming non-profit corporation, and acknowledged that she executed the foregoing as Chair and in the name and on behalf of said non-profit corporation on this *16th* day of *February* 2020.

Witness my hand and official seal



Shelley D. Fairbanks
 Notary Public

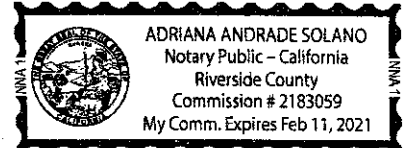
State of CALIFORNIA)

County of RIVERSIDE)

The foregoing instrument was acknowledged before me on the 5 day of March, 2020 by Paul von Gontard as President of Melody Ranch Investments, Inc., a Wyoming corporation.

(SEAL)

Adriana Andrade Solano
Notary Public
My Commission Expires: 02-11-2021



State of Wyoming)

County of Teton)

The foregoing instrument was acknowledged before me on the 11th day of March, 2020 by Betsy Carlin as Board Chair of Teton County School District No. 1, Teton County, Wyoming.

(SEAL)

Amber Sullivan
Notary Public
My Commission Expires: 10-17-2021

