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INDEXED	<input checked="" type="checkbox"/>
ABSTRACTED	<input checked="" type="checkbox"/>
SCANNED	<input checked="" type="checkbox"/>

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE MEADOWS OF MELODY RANCH HOMEOWNERS ASSOCIATION, INC.

AND

TETON COUNTY, a duly organized county within the State of Wyoming

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into between The Meadows of Melody Ranch Homeowners Association, Inc., P.O. Box 4337, Jackson, WY 83001 (hereinafter referred to as "**Homeowners Association**") and Teton County, a duly organized county within the State of Wyoming (hereinafter referred to as the "**County**"). The purpose of this Memorandum of Understanding is to provide terms and conditions for the maintenance of pathways within the Melody Ranch Subdivision.

WHEREAS, the developers of Melody Ranch Subdivision have attempted to convey easements for the pathways within Melody Ranch Subdivision to the County since 2001. The County has refused to accept the easements for a myriad of reasons;

WHEREAS, the County now desires to accept those same easements, as is, and further define the County's responsibility for maintenance of the pathways within Melody Ranch Subdivision by this MOU; and

WHEREAS, the Homeowners Association will become the successor-in-interest to the developers of Melody Ranch Subdivision for purposes of the easements

NOW THEREFORE:

IN CONSIDERATION OF THE FOLLOWING TERMS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:

4 (2)

2 (5)

6 (3)

5 (1)

3 (4)

- I **Identification of Pathways.** The pathways within Melody Ranch Subdivision covered by the MOU are described within the following easements:
- A Recreational Access Easement and Agreement dated June 18, 2001 and recorded in the Office of the Teton County Clerk in Book 760 of Photo, Pages 89-100.
  - B Recreational Access Easement and Agreement dated July 26, 2006 and recorded in the Office of the Teton County Clerk in Book 760 of Photo, Pages 101-110.
  - C Recreational Access Easement and Agreement dated July 26, 2006 and recorded in the Office of the Teton County Clerk in Book 760 of Photo, Pages 111-118, provided, however, that this MOU does not cover the pathways described therein as Parcels 11 and 12; and

GRANTOR. MEADOWS OF MELODY RANCH\*  
 GRANTEE. MEADOWS OF MELODY RANCH\*  
 Doc 0777880 bk 761 pg 322-332 Filed At 14 15 ON 07/26/10  
 Sherry L. Daigle Teton County Clerk fees: 423.00  
 By Michele Fairhurst Deputy

- D. Recreational and Transportation Access Easement and Agreement dated December 31, 2008 and recorded the Office of the Teton County Clerk in Book **760** of Photo, Pages ~~119-124~~; provided, however, that this MOU does not cover the portion of the pathway described therein which is located upon Lot 17 of Melody Ranch Upper Ranch Master Plan Third Amendment, Plat No. 950.

The foregoing easements are hereinafter referred to as the "Pathway Easements", the locations of which are generally depicted on the map attached hereto as Exhibit A. The actual pathways constructed pursuant to the Pathway Easements are hereinafter referred to as the "Constructed Pathways".

## II Maintenance Of Pathways

- A. The County's obligation under the Pathway Easements to maintain the Constructed Pathways is hereby limited to a 20 foot strip - 10 feet on each side of the centerline of the Constructed Pathways – as well as any associated pathway improvement located outside of said strip including but not limited to culverts and road cuts. The foregoing maintenance area is hereinafter referred to as the "Pathway Maintenance Area").
- B. The County's maintenance standards and level of service shall be maintained as generally applied by the County throughout the pathways system and the maintenance tasks shall be specifically limited to the following:
1. Maintain the native grass, and weed management within the Pathway Maintenance Area.
  2. Maintain any and all fixtures, improvements, bridges, signage, pavement and other pathway amenities located within the Pathway Maintenance Area in a working and safe manner.
  3. Provide and post any pathway regulatory signs as needed.
  4. Provide for management, cleanliness, and general maintenance of the Pathway Maintenance Area.
  5. Provide for pruning of shrubs and trees within the Pathway Maintenance Area.
  6. Repair and maintain potholes, washouts, gravel surfacing and pavement within the Pathway Maintenance Area.
  7. Provide for the sweeping of paved pathways in the Spring.
- C. The Homeowners Association specifically grants permission to the County to pave the Constructed Pathways.
- D. The Homeowner's Association specifically recognizes that the County has no maintenance responsibilities for the Recreational Open Space depicted on Exhibit B, except within the Pathway Maintenance Area.

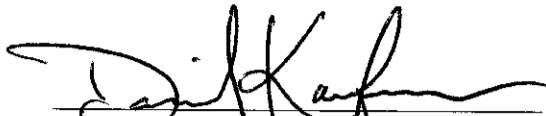
III **Agreement Conditions**


- A The waiver by either party of any breach, condition, or provision of this Agreement shall be limited to the particular condition or provision and shall not operate or be deemed to waive any further breach or breaches of said condition or provision.
- B No party shall assign or in any way transfer their rights or obligations, nor shall they substitute another party in their place or otherwise subcontract their rights or obligations without the express written consent of the other party.
- C In performing this Agreement, the parties shall comply with all applicable Federal, Wyoming, and local laws, ordinances, rules and regulations.
- D The County does not waive their sovereign immunity by entering into this Agreement, and both parties retain all immunities and defenses provided by law with regard to any action based on or relating to the performance of this Agreement.
- E The laws of the State of Wyoming shall be applied in the interpretation, execution, and enforcement of the Agreement. Venue under this Agreement shall be the Ninth Judicial District, Teton County, Wyoming.
- F This Agreement may be amended only in writing, signed by both parties and specifically designated as an amendment to this Agreement.
- G Neither party shall alter Constructed Pathways or otherwise make improvements or add amenities to the Pathway Maintenance Area unless the same have been approved in advance by the Homeowners Association and the County. All improvements made and amenities provided by the County shall be the property of the County. Should the Pathway Easements be terminated, the County has the option of removing all improvements and amenities or sell the improvements to the Homeowners Association.
- H This MOU is intended to supplement the terms and conditions of the Pathway Easements. In the event of any conflict between the terms of this MOU and the Pathway Easements, the terms of the Pathway Easements shall control.

**APPROVAL AND EXECUTION**

IN WITNESS WHEREOF the parties have executed this Agreement on this 15 day of June, 2010

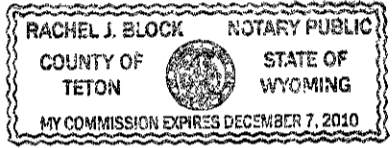
The Meadows of Melody Ranch Homeowners Association, Inc.

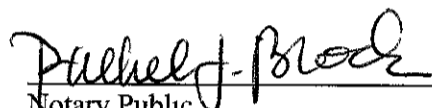
  
David Kaufman, President

  
Robert Hammond, Vice-President

STATE OF WYOMING )  
                                  )  
COUNTY OF TETON )

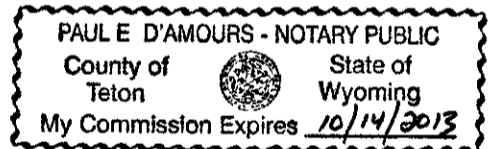
The foregoing instrument was acknowledged before me this 15 day of June, 2010 by David Kaufman.

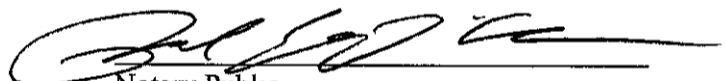


  
Notary Public  
My Commission expires 12/7/10

STATE OF WYOMING )  
                                  )  
COUNTY OF TETON )

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of May, 2010 by Robert Hammond.



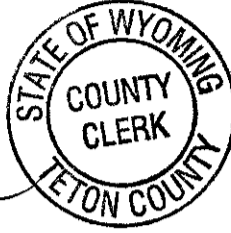
  
Notary Public  
My Commission expires 10/14/2013

TETON COUNTY

Hank Phibbs  
Hank Phibbs, Chair  
Teton County Board of Commissioners

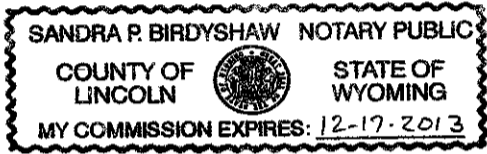
Attest:

Sherry Daigle  
Sherry Daigle, Teton County Clerk



STATE OF WYOMING    )  
                                  )  
COUNTY OF TETON    )

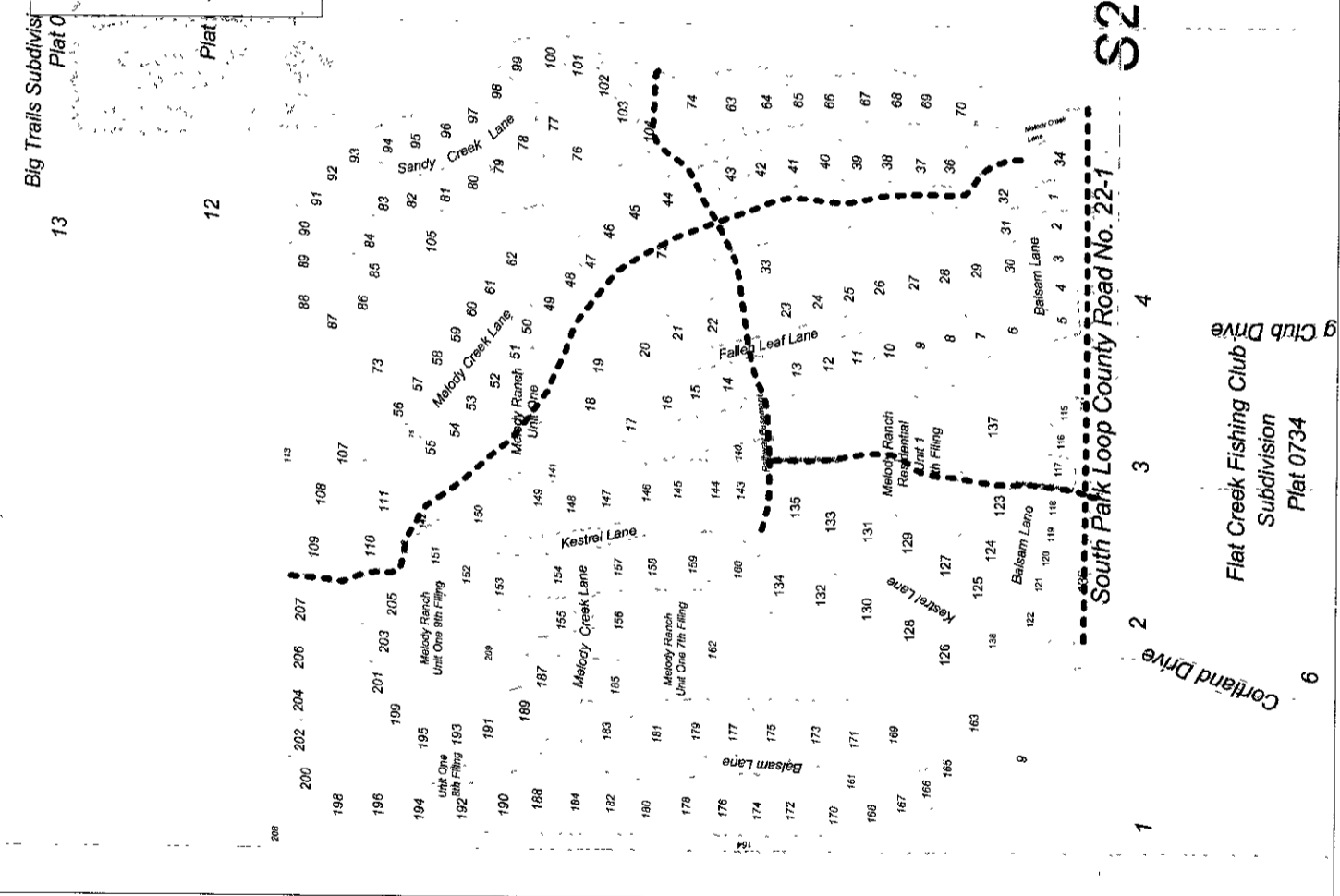
The foregoing instrument was acknowledged before me this 17 day of June, 2010 by Henry Phibbs and Sherry Daigle



Sandra Padgett Birdyshaw  
Notary Public  
My Commission expires 12-17-2013

# Teton County - Melody HOA Memorandum of Understanding Exhibit A - April 2010

Pathway Centerline: - - - - -



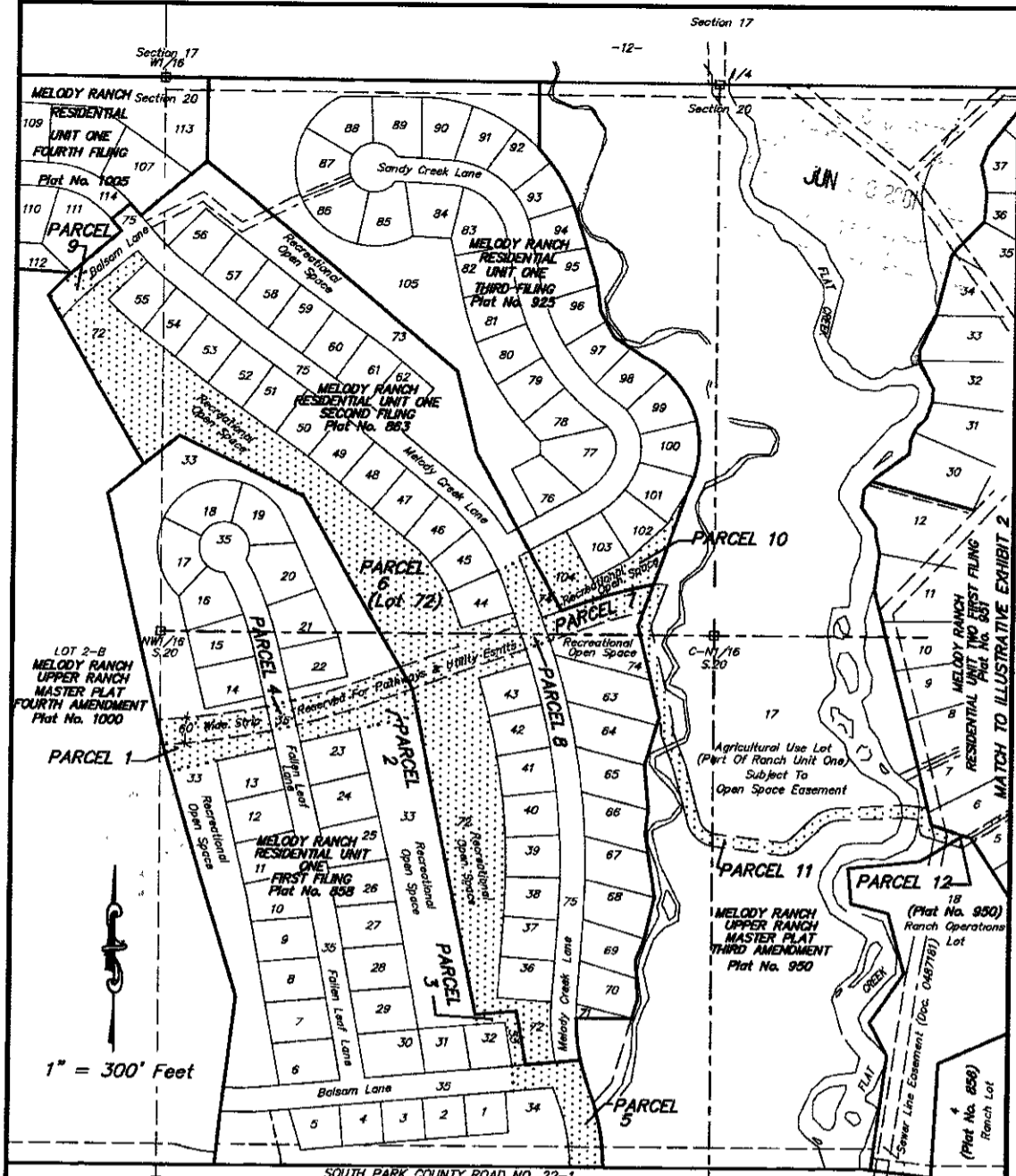
S20

South Park Loop County Road No. 22-1


Flat Creek Fishing Club  
Subdivision  
Plat 0734

Corland Drive

Club Drive



MELODY RANCH LOWER RANCH MASTER PLAT PLAT NO. 875

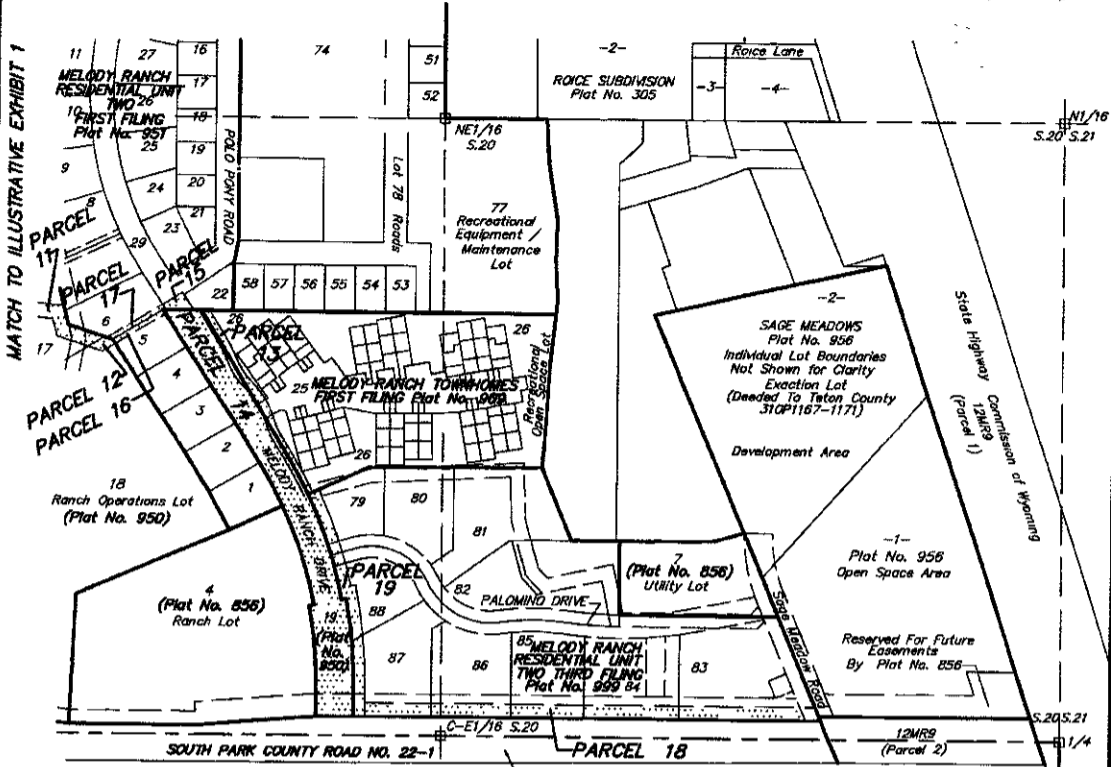
 Areas being made subject to pathways easements by this instrument.

NOTE: This exhibit does not necessarily show all other easements within lots shown hereon.

**ILLUSTRATIVE EXHIBIT 1**  
**TO ACCOMPANY DESCRIPTION OF**  
**MELODY RANCH UPPER RANCH**  
**PATHWAY EASEMENTS**  
 SHOWING  
**RESIDENTIAL UNIT ONE &**  
**RANCH UNIT ONE AREAS**  
 LOCATED WITHIN THE  
**NW1/4 & SW1/4NE1/4**  
**SECTION 20 T40N R116W**  
**TETON COUNTY, WYOMING**


**JORGENSEN ENGINEERING and LAND SURVEYING, P.C.**  
 P.O. BOX 9550 JACKSON, WYOMING 83002 (307) 733-5150  
 R:\DATA\00\00085\23-PATHWAYS\MS\DESC.EXHIBIT\00085-23EX1-PATH.FLX

Map prepared 10-17-00  
 Map revised 12-7-00  
 Project No. 00085.23.05



MELODY RANCH LOWER RANCH MASTER PLAT PLAT NO. 875

10 (Plat No. 856) Public Road Lot (Deeded To Teton County 31QP1166 & 31QP699)

 Areas being made subject to pathways easements by this instrument.

NOTE: This exhibit does not necessarily show all other easements within lots shown hereon.

1" = 300' Feet

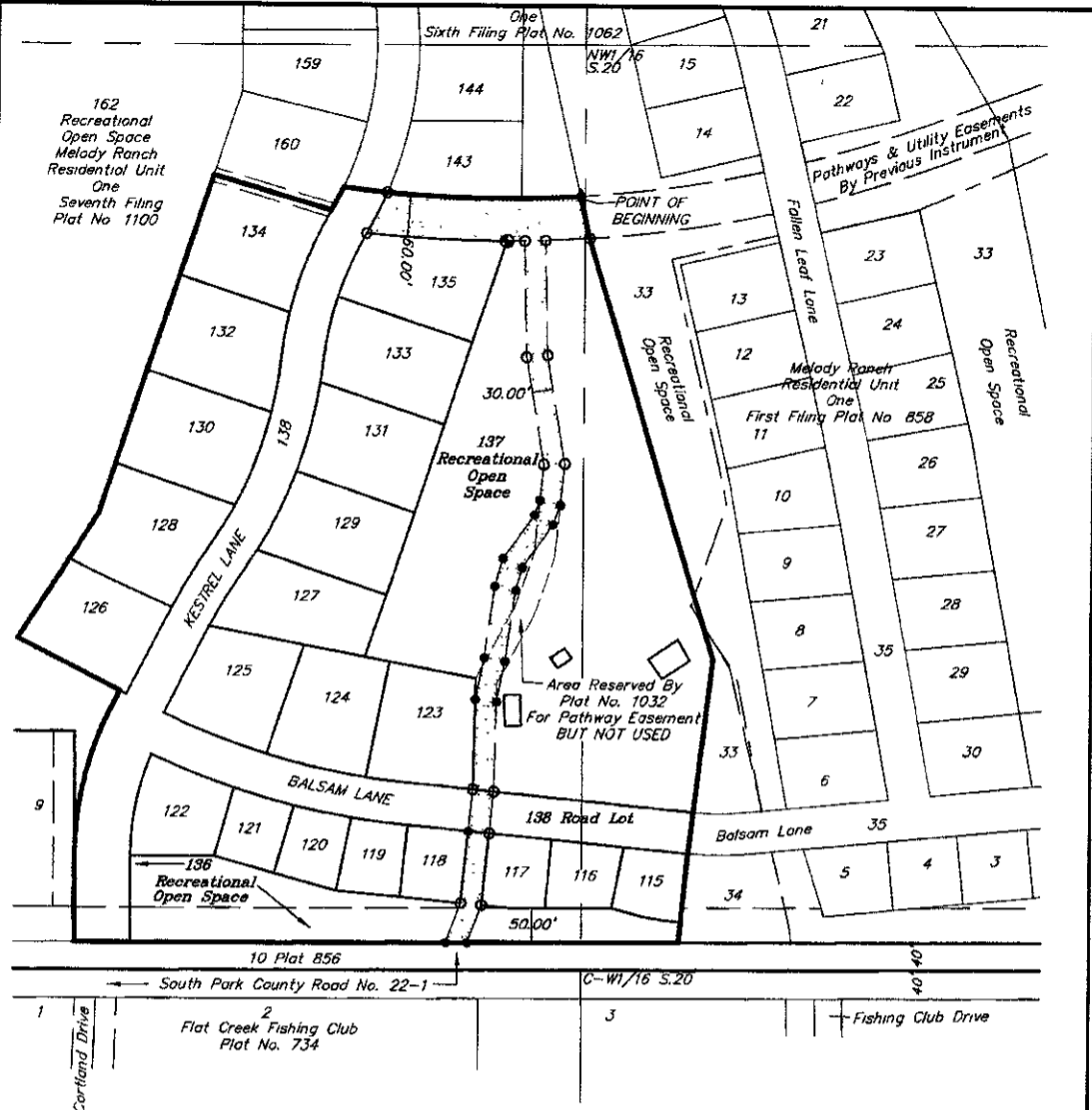
**ILLUSTRATIVE EXHIBIT 2**  
**TO ACCOMPANY DESCRIPTION OF**  
**MELODY RANCH UPPER RANCH**  
**PATHWAY EASEMENTS**  
 SHOWING  
 RESIDENTIAL UNIT TWO AREA  
 LOCATED WITHIN THE  
 S1/2NE1/4 SECTION 20 T40N R116W  
 TETON COUNTY, WYOMING




**JORGENSEN ENGINEERING and LAND SURVEYING, P.C.**  
 P.O. BOX 9550 JACKSON, WYOMING 83002 (307) 733-5150

Map prepared 12-5-00  
 Project No. 00085.23.05

R DATA \00\00085\23-PATHWAYS\MS\DESC.EXHIBIT\00085-23EX2-PATH.FLX

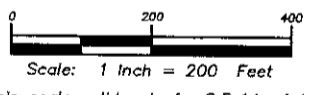




-  Areas being made subject to easement by this instrument
-  Boundary Melody Ranch Residential Unit One Fifth Filing, Plat 1032
-  Survey Monument; See Attached Description

NOTE: This exhibit does not necessarily show all other easements within lots shown hereon

**ILLUSTRATIVE EXHIBIT**  
 TO ACCOMPANY DESCRIPTION OF  
**RECREATIONAL ACCESS EASEMENT**  
 WITHIN  
 MELODY RANCH RESIDENTIAL UNIT ONE FIFTH FILING,  
 LOCATED WITHIN  
 THE S1/2NW1/4 SECTION 20 T40N R116W  
 TETON COUNTY, WYOMING



This scale valid only for 8.5x14 prints

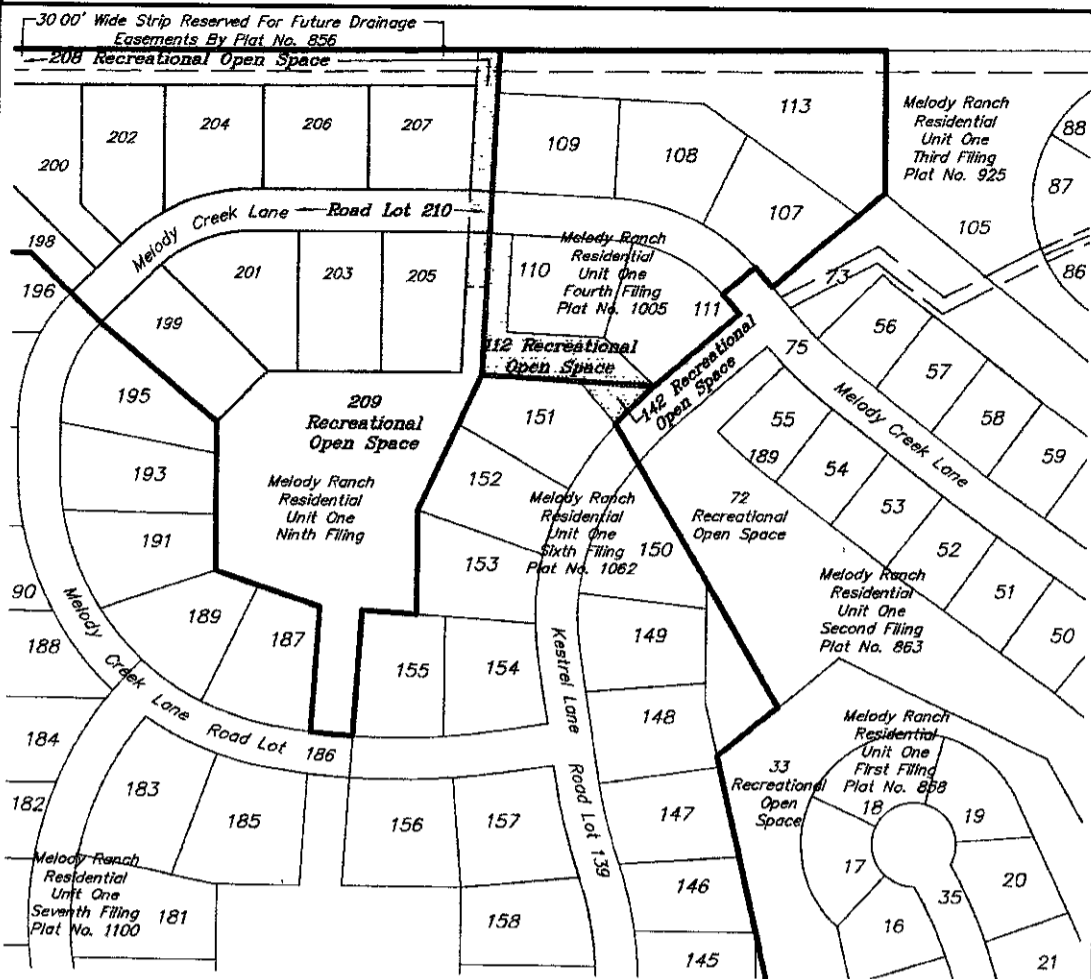
**JORGENSEN ASSOCIATES, P.C.**  
 Engineering • Land Surveying • Planning

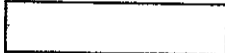
P.O. Box 9550, 270 East Simpson Ave, Jackson, Wyoming 83002  
 (307) 733-5150 FAX: (307) 733-5187  
 E-mail: jaa@jorgensenassociates.com


Map Prepared: September 19, 2007

Project No. 00085 23 05

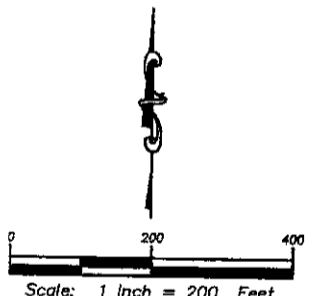
Teton County - Melody MOU Exhibit B April 2010 - p. 4 of 5



 Areas being made subject to easement by this instrument

 Boundary of a Melody Ranch Upper Ranch Residential Unit One Subdivision

NOTE: This exhibit does not necessarily show all other easements within lots shown hereon.



Scale: 1 Inch = 200 Feet  
This scale valid only for 8x14 prints.

**ILLUSTRATIVE EXHIBIT**  
TO ACCOMPANY DESCRIPTION OF  
**RECREATIONAL TRAIL ACCESS EASEMENT**  
WITHIN  
MELODY RANCH RESIDENTIAL UNIT ONE FOURTH FILING,  
SIXTH FILING & NINTH FILING  
LOCATED WITHIN THE  
NW1/4NW1/4 SECTION 20 T40N R116W  
TETON COUNTY, WYOMING

Prepared May 26, 2006

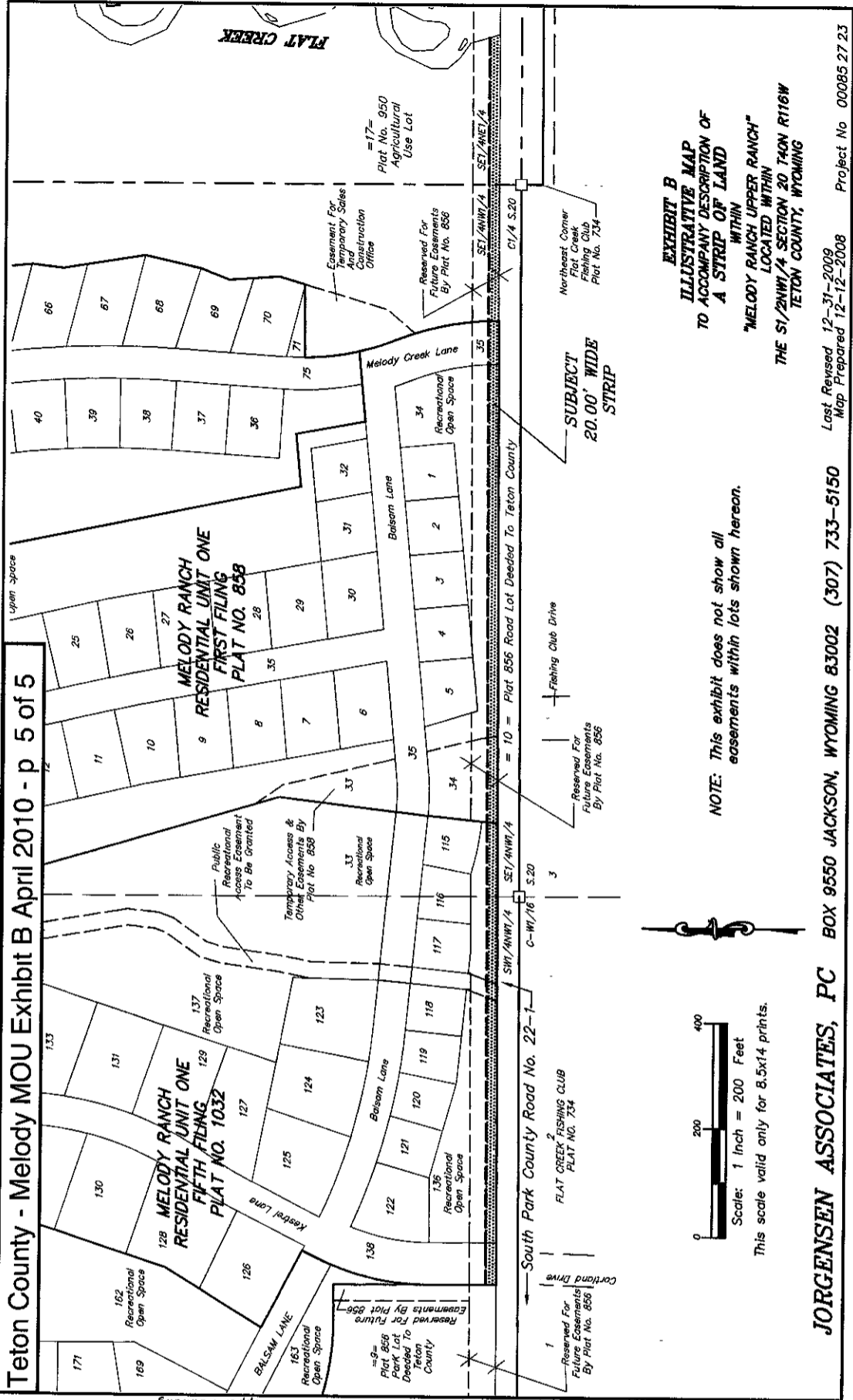
**JORGENSEN ASSOCIATES, P.C.**  
Engineering • Land Surveying • Planning

P.O. Box 9390, 270 East Simpson Ave., Jackson, Wyoming 87002  
(307) 733-8128 FAX: (307) 733-8187  
E-mail: jw@jorgensenassoc.com

Map Prepared: 5-27-2006

Project No.: 00085.08 16

Teton County - Melody MOU Exhibit B April 2010 - p 5 of 5



R:\DATA\00\00085\27(misc)\23 5 Pk Lp Rd Path\00085-27 23 EX 5 Pk RD Upper Path.dwg

**EXHIBIT B**  
**ILLUSTRATIVE MAP**  
**TO ACCOMPANY DESCRIPTION OF**  
**A STRIP OF LAND**  
**WITHIN**  
**"MELODY RANCH UPPER RANCH"**  
**LOCATED WITHIN**  
**THE S1/2NW1/4 SECTION 20 T40N R116W**  
**TETON COUNTY, WYOMING**

NOTE: This exhibit does not show all easements within lots shown hereon.

JORGENSEN ASSOCIATES, PC  
 BOX 9550 JACKSON, WYOMING 83002 (307) 733-5150  
 Last Revised 12-31-2009  
 Map Prepared 12-12-2008  
 Project No 00085 27 23