CITY OF VICTOR
Idaho, Established 1889

CITY OF VICTOR

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City Council Staff Report

REPORT DATE: August 6, 2026

MEETING DATE: August 12, 2026

SUBJECT	**Acceptance of Two Corner Crossing Access Easements at the Top of the AJ Trail and Approval of MOU with TVTAP and MBT**
ITEM TYPE	☐ Public Hearing ☒ Work Session ☒ Action Item
PRESENTER	Jeremy Besbris, City Administrator

APPLICABLE VICTOR VALUES

☒Culturally Historic ☒ Sustainable ☒ Connected to Nature
☒ Small Town Feel ☒ Family Friendly ☒ Administrative Need

PURPOSE & PROCESS:

The purpose of this item is to consider acceptance of:

1. A public non-motorized pathway easement granted by Dave & Holly Bender,
2. A public non-motorized pathway easement granted by Yara Thomas, and
3. A Memorandum of Understanding (MOU) between the City, TVTAP, and MBT establishing stewardship and compliance responsibilities associated with the easements.

These new easements create lawful, perpetual public access from the AJ Trail across private parcels onto federal lands, resolving long-standing legal barriers related to “corner-crossing,” which is considered trespass under Idaho law.

The easements were voluntarily negotiated, signed, and notarized by the landowners. The MOU outlines how TVTAP and MBT will support the city in meeting its easement obligations.

Council approval is required to formally accept the easements and authorize execution of the MOU.

BACKGROUND/ALTERNATIVES

The city holds an existing Mountainside Village easement for the AJ Trail segment that climbs from Cemetery Road toward federal land. At the upper end of this segment, access previously relied on passing through the meeting point of private and federal parcels. Corner-crossing is not legal, preventing the public from continuing onto adjacent BLM and USFS property.

The City, TVTAP, and MBT have worked with the landowners for several years to secure lawful access solutions.

The resulting easements are:

- Bender Easement – Approx. 100 ft x 20 ft strip along the eastern property line
- Thomas Easement – Approx. 50 ft x 50 ft area at the NW corner of the parcel

Both documents are identical in terms and restrictions; only the legal descriptions differ. The materials terms can be summarized as follows:

Authorized Public Use

- Perpetual public ROW for non-motorized pedestrian and bicycle travel only
- "Bicycle" means human-powered, non-motorized; e-bikes are prohibited
- No horses or pack animals
- No commercial uses, including guided trips, races, or organized events (youth groups/stewardship groups excepted)

Construction & Maintenance Permissions

- City and partners may use motorized equipment only for construction, repairs, maintenance, or resource-protection work
- Vegetation disturbance allowed only as necessary for trail construction/maintenance and erosion prevention
- City responsible for rehabilitation of disturbed areas (soil stabilization, replanting native species).

Prohibitions & Restrictions

- No hunting, discharging firearms, trapping, harassing wildlife, carrying weapons, or transporting dead animals.
- No structures beyond trail improvements; no signage or other structures without grantor consent.
- Parking restriction: City may not establish designated trailhead parking within 125 meters of Cemetery Road; offsite parking to be identified and signed.

Signage Requirements

City must install signage notifying visitors of: Use restrictions; proximity to private property, and parking recommendations and limitations.

Grantor Rights

- Grantor retains rights to enter, pass, re-pass, and use the ROW.
- May enforce easement terms through legal or equitable proceedings.

Nonperformance & Temporary Closure Procedures

- Grantor may restrict public access due to material nonperformance by the City, following notice, a cure period, a 30-day restriction, one 30-day extension, and a 60-day cooling-off period
- Neutral 3rd-party review required if nonperformance persists.
- Closures must be temporary, minimally scoped, and no longer than reasonably necessary.
- City may also close the ROW temporarily to prevent damage or avoid nonperformance.

Alternative options:

1. Approve the easements and MOU (recommended).
2. Decline acceptance, leaving federal-land access legally inaccessible from the AJ Trail.
3. Provide staff direction to renegotiate or explore alternative access solutions.

ATTACHMENTS

Bender Easement
Thomas Easement

Existing AJ Trail Easement
Draft MOU between City of Victor, TVTAP, MBT
Dept. Of Interior, BLM Letter

FISCAL IMPACT

Minimal. Costs relate primarily to signage, maintenance coordination, and occasional resource-protection work. TVTAP and MBT provide significant stewardship capacity at no direct cost to the City.

STAFF IMPACT

Limited to coordination, signage installation, and occasional administrative oversight.

LEGAL REVIEW

Legal has reviewed and approved the easements

RECOMMENDATION

Staff recommends approval of both easements and the MOU. Collectively, these documents create the only legal public access directly from the city onto adjacent BLM and USFS land, enhancing public recreation access and ensuring long-term stewardship and compliance.

SUGGESTED MOTION

Motion 1 – Acceptance of the Bender Easement
"I move to accept the access easement granted by Dave and Holly Bender and authorize the Mayor to sign and record the easement on behalf of the City of Victor."

[Roll Call Vote]

Motion 2 – Acceptance of the Yara Thomas Easement
"I move to accept the access easement granted by Yara Thomas and authorize the Mayor to sign and record the easement on behalf of the City of Victor."

[Roll Call Vote]

Motion 3 – Approval of the MOU
"I move to approve the draft Memorandum of Understanding between the City of Victor, Teton Valley Trails and Pathways, and Mountain Bike the Tetons, subject to final review and approval by each partner's board and legal counsel, and authorize the Mayor to execute the MOU once those organizations and the City Attorney have provided final approval."

[Roll Call Vote]

(Space Above For Recorder's Use)

PATHWAY RIGHT OF WAY (ROW)

This Pathway Right of Way (this "ROW") is made effective the 3RD day of AUGUST, 2026, by and between David Bender and Holly Bender ("Grantor") and The City of Victor, an Idaho Municipal Corporation (referred to as "Grantee").

WHEREAS, the Grantor is the owner in fee simple of that certain real property situated in the City of Victor, Idaho, commonly known as 8829 Taylor Ave, Victor, Idaho 83455, and more particularly described on Exhibit A attached hereto and made a part hereof, over a portion of which the Grantee wishes to obtain a right for the public to enter and pass for non-motorized transportation and recreational purposes under circumstances where Grantor is provided the immunity from liability pursuant to Idaho Code § 36-1604; and

WHEREAS, the Grantee is a governmental body whose powers include the authority to receive rights of way in land for the public use.

NOW, THEREFORE, for and in consideration of good and valuable consideration, receipt of which is hereby acknowledged, and in consideration of the covenants and undertakings hereinafter set forth herein, the Grantor does hereby give, grant, bargain, sell, and confirm to the Grantee a perpetual pathway right of way over and across the parcel of real property described on the Exhibit A attached hereto and depicted on the drawing attached hereto as Exhibit B (the "ROW Area"), for the purpose of permitting the Grantee to construct, reconstruct, repair, and maintain pathways and trails for public pedestrian and bicycle use, by the public, under the following terms and conditions:

The Grantee, for itself and for its successors and assigns, covenants and agrees that, once constructed and accepted by the Grantee, it will maintain the aforesaid pathways, trails, or sidewalks for public non-motorized transportation and recreational purposes, including pedestrians and bicycles, and that:

1. The ROW Area shall only be used by members of the public who are traveling on foot or by non-motorized bicycle. For purposes of this ROW, the term "bicycle" means a human-powered, non-motorized bicycle; all classes of electric bicycles, whether pedal-assist or throttle-operated, and any device capable of motorized propulsion are expressly prohibited for public use within the ROW Area.

Notwithstanding the foregoing, the Grantee and its employees, contractors, volunteers, and trail-maintenance crews may use motorized equipment within the ROW Area solely for the purposes of constructing the trail, performing authorized maintenance, conducting repairs, or implementing resource protection or sustainability improvements, provided that such equipment is used only to the extent reasonably necessary to accomplish construction, maintenance, or restoration work efficiently and in a manner that enhances the long-term sustainability and safety of the trail, and that crews take reasonable measures to mitigate impacts to soils, vegetation, water resources, and adjacent lands, including by limiting equipment use to designated work areas, minimizing repeated passes, and avoiding unnecessary disturbance.

2. There shall be no removal, destruction, cutting, or alteration of any vegetation, whether dead or alive, nor any disturbance or change in the natural habitat in any manner beyond that necessary for construction, maintenance and/or repairs of pathways, trails, or sidewalks for public passage and prevention of trail deterioration or erosion.

3. Grantee shall be responsible for initial rehabilitation of areas disturbed through trail building efforts. This may include replanting native shrubs, grasses, and trees and erosion control and soil stabilization

4. There shall be only such spraying or application of biocides as are necessary to control noxious weeds or plants interfering with the use of this ROW.

5. Once they are constructed, Grantee shall be deemed to be in control of and shall maintain pathways and trails at its expense in a neat and orderly condition, free of trash, rubbish, or any other unsightly materials

6. There shall be no carrying of weapons or transport of dead animals on the ROW area.

7. There shall be no hunting, discharging of firearms, killing, trapping, or harassing of wildlife in any manner on or from the ROW Area.

8. There shall be no horse and pack animal use on the Row.

9. Grantor hereby authorizes Grantee to enter upon the ROW Area for purposes of clearing, grading, and constructing such trail improvements, including paving, culverts, bridges, etc., as may be necessary to utilize the ROW granted. However, there shall be no construction or placement of billboards, or any other structures in addition to the trail improvements without the express consent of the Grantor.

10. In the event that the ROW Area or any part thereof shall ever be condemned or taken by eminent domain, or as a result of an inverse condemnation action, then the ROW granted herein shall terminate automatically as to portion of the ROW Area so taken, and such event or its successors or assigns, shall be as compensated as though this ROW had never been granted.

11. This ROW is hereby granted for recreational purposes, as defined and provided for under Idaho Code § 36-1604, and in the event such statute shall be repealed or amended so as to remove the immunity provided to Grantor, and Grantor is not adequately protected by insurance or by other means, Grantor may immediately terminate this ROW by written notice delivered to Grantee.

12. The ROW is restricted to non-commercial use and may not be used for trail access associated with guided trips, races, or other organized events. This restriction does not apply to trail-stewardship organizations and youth groups, including youth education programs and local bike teams

13. Grantee shall provide appropriate signage to place the public on notice of relevant conditions including conditions affecting public access including: limitations of use; parking recommendations; notice of proximity to private property and conditions 1, 6-8, 12 and 14.

14. The Grantee agrees that it will not construct, authorize, or designate a formal parking lot or expanded paved parking facility for trail users within the eastern one-hundred and twenty-five (125) meters of Cemetery Road.

The Grantee shall identify preferred off-site parking locations for trail users at Sherman Park or other suitable public parking areas within the City. Trail users will be advised through appropriate signage and physical or electronic maps that on-street parking near the Trailhead is not encouraged and that preferred parking is available at designated off-site locations.

The Grantee shall install such signage at appropriate locations along Cemetery Road in a manner consistent with City practices. Nothing in this Easement shall restrict the Grantee's authority to manage or regulate parking within the public right-of-way in accordance with generally applicable City policies, nor shall it impose obligations upon, or restrict land use decisions of Teton County or any other jurisdiction.

RESERVED RIGHTS

Notwithstanding any of the foregoing covenants to the contrary, the Grantor specifically reserves for itself, its members, affiliate companies, officers, managers, employees, invitees, licensees, successors, assigns, and any other person or party claiming under it the following reserved rights:

1. The right to enter pass, and re-pass the ROW Area at any time, including the superior right to use any prior easement affecting the ROW Area.

2. All rights as owner of the ROW Area, including the right to use the ROW for all purposes not inconsistent with this ROW.

3. The right, in a reasonable manner and at reasonable times, to enforce by proceedings at law or in equity the terms and conditions of this ROW.

GRANTOR'S RIGHTS; LIMITED REVOCATION FOR BREACH

1. Limited Right to Temporarily Restrict Access. Grantor retains the limited right to temporarily restrict public access to the ROW Area in the event of a material non-performance by Grantee of obligations, conditions, or maintenance responsibilities set forth in this Easement. This limited right may be exercised only in accordance with the procedures and time limitations in this Section.

2. Notice of Non-Performance. Before imposing any temporary restriction under this Section, Grantor shall provide Grantee with written notice describing with reasonable specificity the condition, conduct, or failure constituting non-performance ("Notice of Non-Performance"). Such notice shall identify the affected portion(s) of the ROW and explain the necessity of potential restriction.

3. Grantee Opportunity to Cure. Grantee shall have a reasonable opportunity, not less than thirty (30) days unless immediate action is required for public safety or resource protection, to cure the non-performance or to commence and diligently pursue cure. Except where immediate closure is necessary to protect public safety or prevent significant resource damage, Grantor shall not impose restrictions during this cure period.

4. Initial Restriction Period (30 Days). If Grantee fails to cure or meaningfully commence cure within the allowed period, Grantor may impose a temporary restriction on public access for a period not to exceed thirty (30) days (the "Initial Restriction Period").

5. Extended Restriction Period (One Additional 30-Day Period). If, at the end of the Initial Restriction Period, Grantee has not taken affirmative action to remedy the non-performance, Grantor may extend the temporary restriction for one additional consecutive period not to exceed thirty (30) days (the "Extended Restriction Period"). No additional or successive restrictions for the same non-performance may be imposed under this Section.

6. Cooling-Off Period (60 Days). After the expiration of the Extended Restriction Period,

Grantor may not impose a new temporary restriction based on the same or substantially similar grounds of non-performance for a period of sixty (60) days (the "Cooling-Off Period"), unless necessary to address immediate public safety risks or emergency conditions.

7. Grantor's Duty to Mitigate and Coordinate. Grantor shall use reasonable efforts to collaborate with Grantee to identify the cause of non-performance, develop reasonable measures to reduce recurrence, and participate in mitigation strategies, including signage, user-management strategies, maintenance coordination, or other mutually agreed actions. Grantor shall not invoke the limited restriction rights of this Section where reasonable coordination or mitigation measures are available and have not been pursued in good faith.

8. Final Restriction Review; Neutral Determination. If, after the Initial Restriction Period, the Extended Restriction Period, and the Cooling-Off Period, the Grantor believes the Grantee has still failed to cure or meaningfully commence cure of the identified nonperformance, the parties shall engage a mutually agreed-upon neutral third party (the "Neutral Reviewer") to evaluate whether the Grantee has satisfied, or is diligently satisfying, the obligations, conditions, or maintenance responsibilities set forth in this Easement.

The parties shall select the Neutral Reviewer within fourteen (14) days of the Grantor's written request to initiate the neutral review process. If the parties are unable to reach agreement within that timeframe, each party shall, within an additional seven (7) days, submit the names of up to two qualified neutrals, and the Neutral Reviewer shall be chosen from that combined list by random selection. The cost of the Neutral Reviewer shall be shared equally.

Upon completing the evaluation, the Neutral Reviewer shall issue a written determination stating whether (a) the conditions of nonperformance have been cured or are being diligently cured, or (b) additional cure efforts are reasonably required. If the Neutral Reviewer determines that additional efforts are required, the Reviewer may authorize the Grantor to impose an additional temporary restriction period consistent in duration with the Initial Restriction Period and Extended Restriction Period described above, effectively resetting the cure timeline solely for the purpose of addressing the remaining nonperformance.

No revocation of this Easement shall be permanent, and any restriction imposed under this Section shall remain temporary and no broader or longer than reasonably necessary. Both parties shall continue to coordinate in good faith throughout the neutral review process to avoid prolonged or seasonal closures and to ensure that any necessary restrictions do not cause avoidable resource degradation due to overgrowth, lack of maintenance access, or preventable deterioration of trail conditions.

TEMPORARY CLOSURE BY GRANTEE TO AVOID NON-PERFORMANCE

1. The Grantee shall have the limited right to temporarily close all or portions of the ROW

Area when the Grantee reasonably determines that public use is occurring or is likely to occur in a manner that constitutes abuse of the ROW, causes or threatens material damage to the ROW area, or could otherwise result in a non-performance event that may prompt the Grantor to invoke its temporary revocation rights under this Easement. Any such temporary closure shall be exercised only to the minimum extent and duration reasonably necessary to prevent or address the abusive conduct or condition giving rise to the concern.

2. The Grantee shall notify the Grantor as soon as practicable after implementing such a closure, describing the nature of the abusive use, the basis for concern regarding potential non-performance, and the anticipated duration of the closure. The Grantee shall reopen the affected portion(s) of the ROW Area promptly upon the abatement of the conditions leading to the closure. Nothing in this provision limits the Grantee's separate authority to implement temporary closures for maintenance, safety, or resource-protection activities as allowed elsewhere in this Easement.

TO HAVE AND TO HOLD said ROW upon the Grantee and to its successors and assigns throughout the term hereof for its proper use in accordance with the terms hereof. The provisions hereof shall bind and the benefits and advantages shall inure to the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the Grantor has executed this ROW on this 3 day of AUGUST, 2026.

GRANTOR:

David Bender

State of IDAHO)
) ss.
County of VICTOR)

JASMINE A GRIFFIN
COMMISSION #20234120
NOTARY PUBLIC
STATE OF IDAHO
MY COMM. EXPIRES 10/30/2029

I do hereby certify that on this 3RD day of AUGUST, 2026, personally appeared before me David Bender, known or identified to me to be the people whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Notary Public
Residing at: TETON COUNTY, ID
My Commission Expires: 10/30/2029

GRANTOR:

Holly Bender

Holly Bender

JASMINE A GRIFFIN
COMMISSION #20234120
NOTARY PUBLIC
STATE OF IDAHO
MY COMM. EXPIRES 10/30/2029

State of IDAHO)
) ss.
County of TETON)

I do hereby certify that on this 3RD day of AUGUST, 2026, personally appeared before me ~~David Bender~~ Holly Bender, known or identified to me to be the people whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Notary Public
Residing at: TETON COUNTY
My Commission Expires: 10/30/2029

GRANTEE:

CITY OF VICTOR, IDAHO

By: _____
NAME:
TITLE:

State of _____)
) ss.
County of _____)

I do hereby certify that on this day of _____, 2026, personally appeared before me _____, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

_____
Notary Public
Residing at:
My Commission Expires:

Exhibit A

LEGAL DESCRIPTION
of a
TRAIL EASEMENT
within
LOT 2 TAYLOR SHADOWS SUBDIVISION
located within
W½ SW¼ SE¼ SECTION 12
T3N, R45E, B.M.
TETON COUNTY, IDAHO

A parcel of land being a portion of Lot 2 of Taylor Shadows Subdivision being more particularly described as follows;

BEGINNING at the southeast corner of said Lot 2 where is found a rebar monument with an aluminum cap inscribed "IDPLS 2860";
THENCE along the south boundary of said Lot 2, S 89°39'12" W, 20.00 feet to a point;
THENCE departing said south boundary, N 00°18'36" W, 100.00 feet to a point;
THENCE N 89°39'12" E, 20.00 feet to an intersection with the east boundary of said Lot 2;
THENCE along said east boundary S 00°18'36" E, 100.00 feet to the **POINT OF BEGINNING.**

The basis of bearing for this description is S 89°39'12" W, along the south line of Lot 2, Taylor Shadows Subdivision as shown on Instrument No. 234961.

Todd Cedarholm
Idaho PLS No. 7481
On Sight Land Surveyors, Inc.
Victor, Idaho
February 17, 2026

(Space Above For Recorder's Use)

PATHWAY RIGHT OF WAY (ROW)

This Pathway Right of Way (this "ROW") is made effective the 3rd day of August, 2026, by and between Yara Thomas ("Grantor") and The City of Victor, an Idaho Municipal Corporation (referred to as "Grantee").

WHEREAS, the Grantor is the owner in fee simple of that certain real property situated in the City of Victor, Idaho, commonly known as 9170 Edgewood Lane, Victor, Idaho 83455, and more particularly described on Exhibit A attached hereto and made a part hereof, over a portion of which the Grantee wishes to obtain a right for the public to enter and pass for non-motorized transportation and recreational purposes under circumstances where Grantor is provided the immunity from liability pursuant to Idaho Code § 36-1604; and

WHEREAS, the Grantee is a governmental body whose powers include the authority to receive rights of way in land for the public use.

NOW, THEREFORE, for and in consideration of good and valuable consideration, receipt of which is hereby acknowledged, and in consideration of the covenants and undertakings hereinafter set forth herein, the Grantor does hereby give, grant, bargain, sell, and confirm to the Grantee a perpetual pathway right of way over and across the parcel of real property described on the Exhibit A attached hereto and depicted on the drawing attached hereto as Exhibit B (the "ROW Area"), for the purpose of permitting the Grantee to construct, reconstruct, repair, and maintain pathways and trails for public pedestrian and bicycle use, by the public, under the following terms and conditions:

The Grantee, for itself and for its successors and assigns, covenants and agrees that, once constructed and accepted by the Grantee, it will maintain the aforesaid pathways, trails, or sidewalks for public non-motorized transportation and recreational purposes, including pedestrians and bicycles, and that:

1. The ROW Area shall only be used by members of the public who are traveling on foot or by non-motorized bicycle. For purposes of this ROW, the term "bicycle" means a human-powered, non-motorized bicycle; all classes of electric bicycles, whether pedal-assist or throttle-operated, and any device capable of motorized propulsion are expressly prohibited for public use within the ROW Area.

10. In the event that the ROW Area or any part thereof shall ever be condemned or taken by eminent domain, or as a result of an inverse condemnation action, then the ROW granted herein shall terminate automatically as to portion of the ROW Area so taken, and such event or its successors or assigns, shall be as compensated as though this ROW had never been granted.

11. This ROW is hereby granted for recreational purposes, as defined and provided for under Idaho Code § 36-1604, and in the event such statute shall be repealed or amended so as to remove the immunity provided to Grantor, and Grantor is not adequately protected by insurance or by other means, Grantor may immediately terminate this ROW by written notice delivered to Grantee.

12. The ROW is restricted to non-commercial use and may not be used for trail access associated with guided trips, races, or other organized events. This restriction does not apply to trail-stewardship organizations and youth groups, including youth education programs and local bike teams

13. Grantee shall provide appropriate signage to place the public on notice of relevant conditions including conditions affecting public access including: limitations of use; parking recommendations; notice of proximity to private property and conditions 1, 6-8, 12 and 14.

14. The Grantee agrees that it will not construct, authorize, or designate a formal parking lot or expanded paved parking facility for trail users within the eastern one-hundred and twenty-five (125) meters of Cemetery Road.

The Grantee shall identify preferred off-site parking locations for trail users at Sherman Park or other suitable public parking areas within the City. Trail users will be advised through appropriate signage and physical or electronic maps that on-street parking near the Trailhead is not encouraged and that preferred parking is available at designated off-site locations.

The Grantee shall install such signage at appropriate locations along Cemetery Road in a manner consistent with City practices. Nothing in this Easement shall restrict the Grantee's authority to manage or regulate parking within the public right-of-way in accordance with generally applicable City policies, nor shall it impose obligations upon, or restrict land use decisions of Teton County or any other jurisdiction.

RESERVED RIGHTS

Notwithstanding any of the foregoing covenants to the contrary, the Grantor specifically reserves for itself, its members, affiliate companies, officers, managers, employees, invitees, licensees, successors, assigns, and any other person or party claiming under it the following reserved rights:

1. The right to enter pass, and re-pass the ROW Area at any time, including the superior right to use any prior easement affecting the ROW Area.

2. All rights as owner of the ROW Area, including the right to use the ROW for all purposes not inconsistent with this ROW.

3. The right, in a reasonable manner and at reasonable times, to enforce by proceedings at law or in equity the terms and conditions of this ROW.

GRANTOR'S RIGHTS; LIMITED REVOCATION FOR BREACH

1. Limited Right to Temporarily Restrict Access. Grantor retains the limited right to temporarily restrict public access to the ROW Area in the event of a material non-performance by Grantee of obligations, conditions, or maintenance responsibilities set forth in this Easement. This limited right may be exercised only in accordance with the procedures and time limitations in this Section.

2. Notice of Non-Performance. Before imposing any temporary restriction under this Section, Grantor shall provide Grantee with written notice describing with reasonable specificity the condition, conduct, or failure constituting non-performance ("Notice of Non-Performance"). Such notice shall identify the affected portion(s) of the ROW and explain the necessity of potential restriction.

3. Grantee Opportunity to Cure. Grantee shall have a reasonable opportunity, not less than thirty (30) days unless immediate action is required for public safety or resource protection, to cure the non-performance or to commence and diligently pursue cure. Except where immediate closure is necessary to protect public safety or prevent significant resource damage, Grantor shall not impose restrictions during this cure period.

4. Initial Restriction Period (30 Days). If Grantee fails to cure or meaningfully commence cure within the allowed period, Grantor may impose a temporary restriction on public access for a period not to exceed thirty (30) days (the "Initial Restriction Period").

5. Extended Restriction Period (One Additional 30-Day Period). If, at the end of the Initial Restriction Period, Grantee has not taken affirmative action to remedy the non-performance, Grantor may extend the temporary restriction for one additional consecutive period not to exceed thirty (30) days (the "Extended Restriction Period"). No additional or successive restrictions for the same non-performance may be imposed under this Section.

6. Cooling-Off Period (60 Days). After the expiration of the Extended Restriction Period,

Grantor may not impose a new temporary restriction based on the same or substantially similar grounds of non-performance for a period of sixty (60) days (the "Cooling-Off Period"), unless necessary to address immediate public safety risks or emergency conditions.

7. Grantor's Duty to Mitigate and Coordinate. Grantor shall use reasonable efforts to collaborate with Grantee to identify the cause of non-performance, develop reasonable measures to reduce recurrence, and participate in mitigation strategies, including signage, user-management strategies, maintenance coordination, or other mutually agreed actions. Grantor shall not invoke the limited restriction rights of this Section where reasonable coordination or mitigation measures are available and have not been pursued in good faith.

8. Final Restriction Review; Neutral Determination. If, after the Initial Restriction Period, the Extended Restriction Period, and the Cooling-Off Period, the Grantor believes the Grantee has still failed to cure or meaningfully commence cure of the identified nonperformance, the parties shall engage a mutually agreed-upon neutral third party (the "Neutral Reviewer") to evaluate whether the Grantee has satisfied, or is diligently satisfying, the obligations, conditions, or maintenance responsibilities set forth in this Easement.

The parties shall select the Neutral Reviewer within fourteen (14) days of the Grantor's written request to initiate the neutral review process. If the parties are unable to reach agreement within that timeframe, each party shall, within an additional seven (7) days, submit the names of up to two qualified neutrals, and the Neutral Reviewer shall be chosen from that combined list by random selection. The cost of the Neutral Reviewer shall be shared equally.

Upon completing the evaluation, the Neutral Reviewer shall issue a written determination stating whether (a) the conditions of nonperformance have been cured or are being diligently cured, or (b) additional cure efforts are reasonably required. If the Neutral Reviewer determines that additional efforts are required, the Reviewer may authorize the Grantor to impose an additional temporary restriction period consistent in duration with the Initial Restriction Period and Extended Restriction Period described above, effectively resetting the cure timeline solely for the purpose of addressing the remaining nonperformance.

No revocation of this Easement shall be permanent, and any restriction imposed under this Section shall remain temporary and no broader or longer than reasonably necessary. Both parties shall continue to coordinate in good faith throughout the neutral review process to avoid prolonged or seasonal closures and to ensure that any necessary restrictions do not cause avoidable resource degradation due to overgrowth, lack of maintenance access, or preventable deterioration of trail conditions.

TEMPORARY CLOSURE BY GRANTEE TO AVOID NON-PERFORMANCE

1. The Grantee shall have the limited right to temporarily close all or portions of the ROW

Area when the Grantee reasonably determines that public use is occurring or is likely to occur in a manner that constitutes abuse of the ROW, causes or threatens material damage to the ROW area, or could otherwise result in a non-performance event that may prompt the Grantor to invoke its temporary revocation rights under this Easement. Any such temporary closure shall be exercised only to the minimum extent and duration reasonably necessary to prevent or address the abusive conduct or condition giving rise to the concern.

2. The Grantee shall notify the Grantor as soon as practicable after implementing such a closure, describing the nature of the abusive use, the basis for concern regarding potential non-performance, and the anticipated duration of the closure. The Grantee shall reopen the affected portion(s) of the ROW Area promptly upon the abatement of the conditions leading to the closure. Nothing in this provision limits the Grantee's separate authority to implement temporary closures for maintenance, safety, or resource-protection activities as allowed elsewhere in this Easement.

TO HAVE AND TO HOLD said ROW upon the Grantee and to its successors and assigns throughout the term hereof for its proper use in accordance with the terms hereof. The provisions hereof shall bind and the benefits and advantages shall inure to the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the Grantor has executed this ROW on this 3 day of August, 2026.

GRANTOR:

Yara Thomas

State of IDAHO)
) ss.
County of TETON)

JASMINE A GRIFFIN
COMMISSION #20234120
NOTARY PUBLIC
STATE OF IDAHO
MY COMM. EXPIRES 10/30/2029

I do hereby certify that on this 3RD day of AUGUST, 2026, personally appeared before me Yara Thomas, known or identified to me to be the people whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Notary Public
Residing at: TETON COUNTY, ID
My Commission Expires: 10/30/2029

GRANTEE:

CITY OF VICTOR, IDAHO

By: _____
NAME:
TITLE:

State of _____)
) ss.
County of _____)

I do hereby certify that on this _____ day of _____, 2026, personally appeared before me _____, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

_____
Notary Public
Residing at:
My Commission Expires:

Exhibit A

LEGAL DESCRIPTION
of a
TRAIL EASEMENT
within
LOT 5 EDGWOOD ESTATES SUBDIVISION
located within
E½ NE¼ SECTION 13
T3N, R45E, B.M.
TETON COUNTY, IDAHO

A parcel of land being a portion of Lot 5 of the Edgewood Estates Subdivision being more particularly described as follows;

BEGINNING at the northwest corner of said Lot 5 where is found a rebar monument with an aluminum cap inscribed "IDPLS 2860";

THENCE along the north boundary of said Lot 5, S 89°48'16" E, 50.00 feet to a point;
THENCE departing said north boundary, S 00°06'26" E, 50.00 feet to a point;
THENCE N 89°48'16" W, 50.00 feet to an intersection with the west boundary of said Lot 5;
THENCE along said west boundary N 00°06'26" W 50.00 feet to the **POINT OF BEGINNING.**

The basis of bearing for this description is N 00°06'26" W, along the west line of said Edgewood Estates Subdivision as shown on Instrument No. 87211.

Todd Cedarholm
Idaho PLS No. 7481
On Sight Land Surveyors, Inc.
Victor, Idaho
February 17, 2026

PUBLIC NON –MOTORIZED ACCESS EASEMENT

THIS EASEMENT, dated this 28 day of April, 2016, from Mountainside, Inc., a corporation organized in the State of Idaho whose address is 2160 Coyote Loop, Wilson, Wyoming 83014, hereinafter called **"Grantor,"** to the **City of Victor,** hereinafter called **"Grantee".**

WITNESSETH:

Grantor, for and in consideration of TEN DOLLARS AND 00/100 ($10.00) and other good and valuable consideration received by Grantor, does hereby grant to Grantee and its assigns, subject to existing easements and valid rights, a perpetual easement for use by pedestrians and bicyclists (hereinafter the "Easement"). The Easement is approximately sixteen (16) feet in width, within the City of Victor, County of Teton, State of Idaho and is described as follows:

See attached Exhibit A

Grantor is the developer of the Mountainside Village located in Victor, Idaho, and is the owner of the property on which the Easement is located. Grantor grants to Grantee the right to enter upon the parcel upon which the Easement is located in connection with the maintenance, protection, development, administration, and management of the Easement when necessary.

This grant is made subject to the following terms, provisions, and conditions applicable to Grantee, its permittees, contractors, and assigns:

A. Grantee shall provide appropriate signage to place the public on notice that:

i. The Easement may only be used by members of the public who are traveling on foot or bicycle. No motorized vehicles or horses are allowed on the easement.

ii. No weapons shall be carried on the Easement and no dead game animals shall be transported on the Easement.

iii. The property adjacent to the Easement is private and trespassing is not allowed.

iv. Parking at the trailhead is discouraged.

B. Grantee shall have the right to construct and maintain a singletrack dirt trail (the "Trail") for use by pedestrians and bicyclists within the Easement. Grantee, its designees, agents, contractors, and volunteers shall have the right to construct, reconstruct, and maintain improvements on the Easement which are necessary and appropriate for the Trail.

C. Grantee shall have the right to cut and remove timber and brush upon the Easement to the extent necessary for constructing, reconstructing, and maintaining the Trail.

D. This Easement may be revoked if the Grantee fails to comply with its terms and conditions.

IN WITNESS WHEREOF, the said Grantor has hereunto subscribed its name on the day and year first above written.

GRANTOR
Mountainside, Inc.:

By: _____
Lawrence E. Thal, President

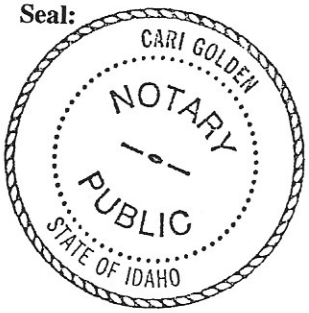
ACKNOWLEDGMENT

STATE OF WYOMING }
}ss.
County of Teton }

On this 28 day of April, 2016, before me, the undersigned, a Notary Public in and for the State of Wyoming, personally appeared Lawrence E. Thal, known or identified to me to be the President of Mountainside, Inc. and who subscribed said corporation's name to the foregoing instrument, and acknowledged to me that he executed the same in said corporation's name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Seal:



Cari Golden
Notary Signature

Notary Public for the State of Id

Residing at Victor, Id

My commission expires 4-10-20

EXHIBIT A

LEGAL DESCRIPTION OF A PEDESTRIAN AND BICYCLE ACCESS TRAIL EASEMENT ACROSS THE NW¼NE¼ Section 13, T3N, R45E, B.M., Teton County, Idaho

A sixteen (16.00) foot wide pedestrian and bicycle access trail easement across the NW¼NE¼ Section 13, T3N, R45E, B.M., Teton County, Idaho, the centerline of which is more particularly described as follows;

BEGINNING at a point on the north line of said NW¼NE¼ Section 13 which bears N 89°57'59"W, 3.76 feet from the E 1/16 corner common to said Section 13 and Section 12, T3N, R46E, B.M.;

THENCE following along the center of an existing single-track dirt trail as it was constructed and/or marked in September 2015, through the following courses;

S 02°58'52"W, 32.29 feet;
THENCE S 00°09'22"E, 33.41 feet;
THENCE S 18°16'39"W, 13.45 feet;
THENCE N 53°29'17"W, 20.87 feet;
THENCE N 29°50'00"W, 56.33 feet;
THENCE N 33°12'27"W, 14.65 feet;
THENCE S 74°14'16"W, 17.32 feet;
THENCE S 07°36'28"W, 53.97 feet;
THENCE S 05°01'33"W, 47.54 feet;
THENCE S 16°33'27"E, 43.15 feet;
THENCE S 17°21'48"W, 16.69 feet;
THENCE S 84°39'26"W, 16.04 feet;
THENCE N 47°59'18"W, 40.61 feet;
THENCE N 32°56'18"W, 27.77 feet;
THENCE N 79°01'19"W, 16.08 feet;
THENCE S 35°28'15"W, 16.76 feet;
THENCE S 15°26'23"W, 45.71 feet;
THENCE N 64°57'37"W, 31.91 feet;
THENCE N 81°41'10"W, 27.32 feet;
THENCE N 34°28'08"W, 34.13 feet;
THENCE N 14°45'17"E, 26.25 feet;
THENCE N 15°11'11"W, 59.32 feet;
THENCE N 29°27'42"W, 26.90 feet;
THENCE S 28°06'54"W, 50.49 feet;
THENCE S 26°52'55"W, 52.79 feet;
THENCE S 23°26'43"W, 52.90 feet;
THENCE S 17°46'46"W, 49.98 feet;
THENCE S 29°54'07"W, 37.30 feet;
THENCE S 54°56'48"W, 13.08 feet;
THENCE N 43°49'21"W, 15.86 feet;
THENCE N 05°02'21"W, 49.97 feet;
THENCE N 00°56'25"W, 37.29 feet;
THENCE S 39°52'43"W, 57.21 feet;

THENCE S 42°13'43"W, 21.29 feet;
THENCE N 15°57'05"W, 42.86 feet;
THENCE N 08°14'31"W, 48.83 feet;
THENCE N 01°41'40"W, 41.16 feet;
THENCE N 22°41'00"E, 35.18 feet;
THENCE N 09°03'43"E, 26.86 feet;
THENCE S 56°05'04"W, 47.85 feet;

THENCE S 43°49'47"W, 37.67 feet;
THENCE S 35°06'06"W, 34.44 feet;
THENCE S 15°45'23"W, 41.77 feet;
THENCE N 28°49'12"W, 36.60 feet;
THENCE N 03°07'42"E, 52.87 feet;
THENCE N 01°34'58"E, 45.04 feet;
THENCE S 32°53'29"W, 32.07 feet;
THENCE S 33°16'33"W, 38.87 feet;
THENCE S 37°33'55"W, 35.58 feet;
THENCE S 29°10'17"W, 40.57 feet;
THENCE N 06°48'58"W, 28.97 feet;
THENCE N 07°30'36"E, 25.14 feet;
THENCE N 14°04'09"W, 61.69 feet;
THENCE S 18°46'56"W, 43.94 feet;
THENCE N 15°53'49"W, 61.02 feet;
THENCE S 42°26'38"W, 31.05 feet;
THENCE N 68°34'27"W, 36.47 feet;
THENCE N 78°56'28"W, 41.54 feet;
THENCE S 89°52'36"W, 29.72 feet;
THENCE S 46°39'48"W, 19.83 feet;
THENCE N 54°38'56"W, 23.23 feet to a point 8.00 feet southerly of the north line of said NW¼NE¼ Section 13;

THENCE parallel with said north line, N 89°57'59"W, 59.54 feet to the **TERMINUS** of this easement; said terminus bears S 00°02'01"W, 8.00 feet from the south-east corner of the Victor Cemetery Property and the easterly terminus of the centerline of the County Road 9000 South Road and Utility Easement;

The **BASIS OF BEARING** of this easement is N 89°57'59"W along said north line of the NW¼NE¼ Section 13;

The sidelines of this easement shall be extended or shortened at angle points and to intersect with the north and west lines of said NW¼NE¼ Section 13.

Todd Cedarholm, ID PLS 7481
Jackson, WY
February 9, 2016

MEMORANDUM OF UNDERSTANDING

Between Teton Valley Trails and Pathways (TVTAP) and Mountain Bike the Tetons (MBT) and the City of Victor

Effective Date: August 12, 2026

1. Purpose

This Memorandum of Understanding (MOU) establishes a cooperative framework between TVTAP, MBT, and the City of Victor for stewardship, management, and compliance with the terms and conditions of the David and Holly Bender Right of Way Easement, the Yara Thomas Right of Way Easement, and the AJ Trail Easement, referred to collectively as the "Easements" and incorporated into the MOU as Exhibits A, B, and C respectively.

The City holds the Easements as the responsible public agency; however, due to limited municipal resources, the partner organizations, whose missions and expertise center on trail building, maintenance, user stewardship, and access advocacy, will serve as the primary stewards ensuring the ROW Area is maintained and managed in compliance with the Easement.

2. Parties

- City of Victor, Idaho (City)
- Teton Valley Trails and Pathways (TVTAP)
- Mountain Bike the Tetons (MBT)**3. Shared Intent**

The Parties intend to collaborate to ensure the ROW Area is:

- Developed and maintained for public non-motorized pedestrian and bicycle use, consistent with the Easement
- Managed in a manner that protects soil, vegetation, water resources, adjacent lands, and long-term sustainability of the trail corridor
- Used appropriately by the public, with signage, education, and stewardship practices that align with the terms and conditions of the Easements.

4. Roles & Responsibilities

A. City of Victor

The City of Victor will serve as the public agency holder of the Easements, providing administrative oversight, regulatory support, and coordination necessary to ensure that municipal responsibilities under the Easements are fulfilled. In this role, the City will:

- Serve as the administrative and statutory authority for the easement.
- Coordinate with TVTAP and MBT regarding trail maintenance schedules, closures, signage needs, and resource-protection priorities.
- Provide reasonable administrative and logistical support, and may contribute financial assistance when needed and available
- Manage or regulate parking in accordance with city code and the terms of this easement and ensure signage regarding preferred offsite parking is installed as required.

- Notify partners of any landowner concerns, nonperformance notices, or ROW compliance issues
- Implement temporary closures when necessary to avoid nonperformance or resource damage, per easement provisions

B. TVTAP and MBT Joint Stewardship Responsibilities

Each Partner Organization (TVTAP and MBT) will serve jointly as designated stewards of the Easement corridor. The Partner Organizations will work closely together and may divide or share responsibilities on an ad hoc basis, according to their respective expertise, seasonal availability, volunteer capacity, staff resources, and operational needs.

Together, TVTAP and MBT agree to:

- **Perform or coordinate all maintenance, construction, and stewardship duties** required to keep the ROW Area in good condition consistent with the Easement's terms and conditions, including trail construction, reconstruction, repairs, erosion control, water-management features, vegetation management within Easement limits, soil stabilization, and trash removal.
- **Install, maintain, and update physical signage** related to permitted uses for pedestrians and bicycles, proximity to private property, access restrictions, temporary closures, and other conditions required under the Easements.
- **Coordinate and implement temporary closures or advisories**, including on-the-ground awareness, physical posting, and public communications, in collaboration with the City and consistent with Easement provisions.
- **Conduct public education, outreach, and advocacy** related to responsible trail use, Easement requirements, resource protection, and general stewardship messaging.
- **Monitor trail conditions regularly** and notify the City of any conditions that may trigger temporary closures, require significant repairs, or constitute potential nonperformance under the Easements.
- **Organize, manage, and supervise volunteer crews** and work events necessary to carry out maintenance, resource-protection activities, signage installation, or other stewardship needs.
- **Collaborate with one another** in planning maintenance schedules, coordinating work events, addressing user-management strategies, responding to emerging conditions, and ensuring ongoing compliance with the Easements.
- **Determine internally how best to allocate responsibilities** for specific projects or stewardship tasks, recognizing that both organizations may assume leadership roles depending on expertise, availability, and the nature of the required work.

6. Closures and Advisories

TVTAP and MBT coordinate closures and advisories with notice to the City and ensure on-the-ground awareness and enforcement.

7. Communication & Coordination

The Parties agree to meet as needed, but no less than once-per-calendar year, to coordinate stewardship and compliance and act in good faith to prevent closures from affecting maintenance or resource condition.

8. Inability to Perform; Indemnity; Continuity of Stewardship; Good Faith Cooperation

A. Notice of Inability to Perform. Each Partner Organization agrees to notify the City promptly and in writing if, at any time, it determines that it is unable to perform any of the responsibilities assigned under this MOU. Such notice shall describe the nature of the inability to perform, the anticipated duration, and whether the organization foresees the need for temporary suspension, reassignment, or replacement of stewardship duties.

Upon receiving such notice, the Parties will coordinate in accordance with Section 7 to determine appropriate adjustments to stewardship responsibilities, interim solutions, or alternative support arrangements. No Partner shall be considered in breach of this MOU for providing timely notice in good faith.

B. Mutual Indemnity and Limitation of Liability. To the extent permitted by Idaho law, TVTAP and MBT agree to indemnify, defend, and hold harmless the City, and its officials, employees, volunteers, agents, and assigns, from and against any claims, damages, losses, liabilities, or expenses arising out of that Party's own acts or omissions in connection with activities performed under this MOU. No Party shall be responsible for the acts, omissions, or negligence of another Party. Nothing in this MOU shall be construed to create a partnership, joint venture, or employment relationship, nor shall any Party be liable for the actions or decisions of volunteers or individuals under the direction of another Party.

This indemnity provision is intended solely to allocate responsibility among the Parties and does not expand or limit any immunities, defenses, or protections available under Idaho law, including protections afforded by Idaho Code § 36-1604 as referenced in the Easements.

C. Continuity of Stewardship. If either Partner Organization anticipates sustained or prolonged inability to perform (including but not limited to staffing changes, organizational restructuring, or funding limitations), the Parties will collaboratively identify long-term stewardship alternatives to ensure continued compliance with the Easements and maintain safe, sustainable trail conditions.

D. No Duty to Supervise Each Other. Each Party is solely responsible for supervising its own personnel, volunteers, contractors, and agents. No Party has authority to direct, control, or supervise the operations of another Party, except as may be mutually agreed upon in writing.

E. Good Faith Cooperation. The Parties agree to cooperate in good faith to resolve disputes, clarify responsibilities, address resource or compliance challenges, and ensure ongoing stewardship of the ROW Area in a manner consistent with the Easement's terms and conditions.

8. Term

This MOU is effective upon signing and remains active unless modified by mutual agreement. Any party may withdraw from this MOU upon giving the other parties not less than 30 days written notice of such withdrawal.

9. Non-Binding Nature

This MOU is cooperative and does not impose legal obligations beyond those in the Easements.

10. Signatures

City of Victor, Idaho

_____

Name:
Title:
Date:

Teton Valley Trails and Pathways (TVTAP)

_____

Name:
Title:
Date:

Mountain Bike the Tetons (MBT)

_____

Name:
Title:
Date:

United States Department of the Interior
BUREAU OF LAND MANAGEMENT
Idaho Falls District
Upper Snake Field Office
1405 Hollipark Drive
Idaho Falls, Idaho 83401-2100

In reply refer to:
In Reply Refer To:

Upper Snake East TMP

January 26, 2026

To the RTP Grant Review Committee,

I am writing on behalf of the Bureau of Land Management (BLM), Upper Snake Field Office, to express our strong support for Mountain Bike the Tetons' (MBT) and Teton Valley Trails and Pathways (TVTAP) proposals to design, construct, and maintain new single-track trails on BLM-managed lands near Victor, Idaho for the AJ Linnell South Trails Project. Access to public lands and well-planned recreation infrastructure is essential to both community well-being and long-term landscape stewardship. At a time when public land access faces increasing pressure, projects like this are more important than ever. MBT and TVTAP have demonstrated the capacity, experience, and collaborative approach necessary to deliver high-quality trail projects that align recreation needs with environmental responsibility.

MBT's and TVTAP's work with partners including the BLM, the Trust for Public Lands, the International Mountain Biking Association, and long-standing partnership with USDA Forest Service reflects a thoughtful, coordinated approach to trail development that prioritizes sustainability, user experience, and long-term maintenance.

From the perspective of the BLM, this project is especially important because it will assist in providing access to public lands through the development of trails near Victor. This project will provide much needed access for the community and the recreating public. The BLM finalized the Upper Snake East Travel Management Plan (TMP) in May 2024, and this project/partnership will assist the BLM with the implementation of the TMP. In addition, the project supports stewardship goals, reduces unmanaged use (e.g., proliferation of trails, user-created trails), improves access management, protects resources, and aligns with BLM's mission for multiple use management of BLM-managed public lands.

We are particularly supportive of MBT's and TVTAP's commitment to professional trail construction, environmental review, and phased implementation. Their plan to utilize paid staff

and hire reputable, contracted trail builders ensures that these trails will be built to last and serve the community for decades.

We believe this project represents a smart investment in public land access, stewardship, and community health, and we strongly encourage your support of this project.

Sincerely,

John Reffit
Field Manager
Upper Snake Field Office