

Correcting Misinformation Regarding the Rejected Land Use Proposal from MESA Equine Assisted Services

This statement, dated July 31, 2026, is from the MESA Equine Assisted Services Board of Directors. The purpose of this statement is to correct misinformation regarding a proposed and rejected land use agreement for MESA.

We are disturbed that it seems MESA is being denigrated for political reasons in light of this year's County Commissioner election. MESA is not a talking point or political football. We are an organization that has faithfully served some of our community's most vulnerable for a decade and a half. We will continue to do that. For anyone interested in the truth of MESA's land use request to the Commission and Sublette County 4-H's involvement with and rejection of that request, read on.

Background

MESA Equine Assisted Services is a nonprofit that was established in 2012. MESA serves Sublette County residents with a range of physical and/or cognitive limitations that adaptive riding is specifically designed to address. MESA employs a PATH Intl-Certified Therapeutic Riding Instructor and serves some of the most vulnerable members of our community. Through MESA, substantive education in horsemanship and horseback riding is provided to youth in our community in an adaptive environment that best meets their needs.

MESA has operated as a fully mobile program since its inception. Because of the generosity of donors and volunteers, MESA has been able to build a program that has reached its maximum capacity. To continue to meet a growing need for services, MESA needs a more permanent location where horses can be kept and lessons can be provided. MESA has been working toward this goal for over a decade; a MESA newsletter from 2014 that reflects this is included here as Attachment A (see the third page of the newsletter, in the paragraph with the heading "Please Help.")

Land Use Request

In 2014, a 34.09 acre parcel was donated to Sublette County by QEP Energy Company. The successor to QEP Energy Company is PureWest Energy. The donation included a deed restriction that is accessible to the public through the Sublette County GIS Server (parcel number 9660). Readers can [view the deed restriction at this link](#). According to the covenants in the deed (2.1.a), "The Property shall be used for Agricultural Educational Purposes and other purposes reasonably incidental or accessory to these purposes and for no other purposes. 'Agricultural Educational Purposes' means the education of young people [...] in the manner typically undertaken by 4-H clubs."

In early 2025, MESA's Executive Director emailed a Vice President at PureWest to ask whether the services MESA offers would qualify under the deed restriction. The response MESA received on April 16,

2025 said, "PureWest agrees that MESA fits within the deed restrictions. I think at this point; it is up to the county to decide." The email thread with this quote is included here as Attachment B.

Based on this information, MESA developed a land use proposal for the County Commissioners. [The meeting request form and proposal \(of which not all elements were approved\) and can be viewed at this link](#). In a public County Commission meeting on March 17, the Commission approved MESA's use of the land in a 4-1 decision. Under the approval, it was agreed that MESA would be responsible for paying for any water and power development needs and for any portable structures. The only contribution from the county would be road and dirt work for site preparation. The audio recording and minutes from the March 17 Commissioners' meeting can be reviewed online by any member of the public. The [audio recording is available at this link](#) (audio related to the MESA agenda item begins at 1:23:41 and ends at 2:10:27), and [the meeting minutes are available at this link](#).

On March 18, MESA's Executive Director and a MESA Board Member went to the site and introduced themselves to on-site staff at the 4-H/Extension Office in hopes of starting a neighborly relationship well.

MESA's Executive Director learned of concerns from 4-H from the County Attorney during a discussion on lease preparation. On March 31, MESA's Executive Director met with staff members at the 4-H Extension Office to hear their questions and concerns about the land use proposal.

4-H and MESA Working Group

At the Commissioners' meeting on April 7, 4-H/Extension staff members shared their concerns about MESA's possible presence on the property with the Commission. After substantial public comment, which can be reviewed in the recording of the meeting, the Commissioners directed MESA and 4-H to form a working group to go through the proposed lease and develop an operating agreement. The audio recording and minutes from the April 7 Commissioners' meeting can be reviewed online by any member of the public. The [audio recording is available at this link](#) (audio related to the 4-H/MESA agenda item begins at 4:09:41 and ends at 5:22:07) and [the meeting minutes are available at this link](#). Following this meeting, 4-H and MESA each identified five working group members for a total of ten members.

On April 22, the working group had a nearly four-hour meeting at the 4-H Extension Office. The meeting was facilitated by the Director of the Mediation Program in the Wyoming Department of Agriculture. As the facilitator's notes indicate, the group was scheduled to have another meeting on April 27th. MESA was directed to stake a proposed site "for the entire group to see on the ground." The facilitator's notes are included here as Attachment C.

On April 23, MESA shared via email the proposed layout and an editable version of the draft lease so 4-H working group members could suggest changes as they saw fit. PDF versions of these documents are included as Attachment D. No changes to these documents were ever proposed by 4-H members of the working group; the only proposed changes in the draft lease were made by a MESA member of the working group.

On April 24, MESA's Executive Director received a letter from PureWest's General Counsel indicating PureWest's decision that 4-H must approve any land use agreement. MESA began working on a new layout and broader shared arena use guidelines in hope of gaining 4-H's approval.

On April 26, MESA's Executive Director received an email from the Teton County Community Development Extension Educator sent on behalf of the 4-H members of the working group. This email indicated that the 4-H working group members were choosing to cancel the April 27 meeting. This email is included here as Attachment E.

On April 27, a MESA board member sent the working group the draft shared arena use guidelines and expressed hope that the group could return to the table another time. This email and the draft shared arena use guidelines are included as Attachments F and G, respectively. Later that day, the Teton County Community Development Extension Educator sent the working group an email that included report of a unanimous 4-H Council decision to reject any possibility of MESA's presence on the property, a cover letter, and a Memorandum of Justification. [These documents from 4-H are available in the public records for the May 5 Commissioners' Meeting and can be viewed at this link.](#) These documents include the letter from PureWest's General Counsel.

At the May 5 County Commission meeting, the Commissioners heard from representatives from MESA and 4-H who served on the working group. No Commission vote was taken. The audio recording and minutes from the May 5 Commission meeting can be reviewed online by any member of the public. The [audio recording is available at this link](#) (audio related to the 4-H/MESA agenda item begins at 1:30:44 and ends at 2:16:22) and [the meeting minutes are available at this link](#).

Misinformation

Since the May 5 meeting, MESA has been hard at work doing what we do best—providing high-quality programming to members of our community who dearly need it. We have done our best to keep our heads high and our eyes forward. Every MESA member of the working group, and several of us as MESA Board Members, have a current personal connection to 4-H or a 4-H background. Through MESA, we live out our 4-H-cultivated value to pledge our “hands to larger service” in Sublette County. We have never intended to denigrate programs or projects that meaningfully serve our county's youth.

That remains true. Unfortunately, we have repeatedly heard rumors and claims with no basis in fact. We feel a responsibility to the families we serve and the program we have built to correct misinformation.

False Claim: *The County Commissioners are giving land to MESA and/or building MESA a facility.*

Reality: MESA has only ever approached the County Commission with a land use request. A donation of county-owned land has never been on the table. Furthermore, MESA has agreed from the first discussion with Commissioners on March 17 to pay for its own infrastructure needs for power, water, and portable physical structures. The only proposed county-provided improvement to county-owned land that the Commission ever agreed to was road construction and dirt work for site preparation.

False Claim: *MESA's Executive Director is overpaid.*

Reality: According to data available from the most recent Wyoming Nonprofit Network Compensation & Benefits Survey, MESA's Executive Director is paid well below average for an Executive Director role when compared to similar Wyoming nonprofits. This is true across every category—annual organization budget, region, number of employees, and mission area. MESA's Executive Director's highly specialized expertise is worth far more than the organization's current budget reflects. [Readers can learn how to purchase a copy of the most recent Compensation & Benefits Survey from Wyoming Nonprofit Network at this link.](#)

False Claim: *MESA horses have at times been used for commercial riding lessons that are not affiliated with or tied to the MESA program.*

Reality: This claim was made in the 4-H Council's April 27 Memorandum of Justification. It is false. MESA horses have never been used for commercial riding lessons outside MESA programming. This false claim may stem from the fact that MESA's Executive Director, with MESA board knowledge and unanimous approval, has on rare occasion offered private horseback riding lessons on horses *not owned by MESA* during MESA's off-season. There were several false and misleading claims in the memorandum, but this was the most egregious.

Conclusion

We appreciate the Sublette County Commissioners' heart for some of our community's most vulnerable members. MESA's representatives worked hard to try to accommodate 4-H's concerns about shared land use and made every effort to be good faith partners in working toward agreeable solutions.

At MESA, we were disappointed when 4-H working group members cancelled the second working group meeting, and we were saddened when the 4-H Council voted to reject any possibility of MESA's presence on the donated property. Concurrently, we continue to respect PureWest's intent for the land; this is reflected in MESA's initial outreach to PureWest before drafting a proposal for the Commission. We also respect the 4-H Council's right to their decision. What we do not respect and will not tolerate is continued misinformation being spread about MESA and the services we provide. We have worked too hard to be dragged through the mud by what is, as far as we can tell, a small group of sore winners who think there is political gain to be had by smearing a nonprofit that serves disabled children.

We are in our 15th year of lessons, and we are inspired every week by the progress our riders make toward their goals. We continue to do all we can to find a home for MESA. If you have any questions or would like to know more about MESA, please reach out. We love sharing about the work we do, and we are so grateful to the amazing riders, families, volunteers, donors, and horses who make adaptive riding services possible in Sublette County. You can learn more at mesarides.org, and email us with any questions or concerns at subletterides@gmail.com.

FALL 2014

QUARTERLY UPDATE

M.E.S.A. THERAPEUTIC HORSEMANSHIP

Volunteers



They are the Heart of M.E.S.A.

I cannot express enough the importance that our volunteers have to the success of M.E.S.A.'s program. Without their dedicated time and talent, our program would be left at the hitchin' post and we wouldn't be able to saddle up and ride.

I have just evaluated the statistics for the lessons throughout the year, and I am humbled by and grateful for the dedication of our wonderful volunteers.

Volunteers are the ones who build that special bond with our riders. They are the ones whom the riders trust and

enjoy being with. They are the ones the horses rely on for guidance and reassurance. Our volunteers work in the rain, wind, snow or sunshine - and they do it without complaint.

I've had the opportunity to travel around and see and learn about other therapeutic riding facilities, and I am always heartened to see the differences in volunteers. Each time, I walk away thinking how lucky I am to have such a

great team of kind, caring, knowledgeable, and talented volunteers.

I truly believe that M.E.S.A. has the best volunteers ever! Thank you to everyone who makes our program a safe and fun learning environment for all of our riders. You truly are the heart of our program!



PROMOTING PHYSICAL
INDEPENDENCE



PROMOTING SOCIAL
INTERACTION



INCREASING SELF ESTEEM
AND CONFIDENCE

M.E.S.A. Wish List:

- We always need hay and feed
- Solid, sound, broke kid horses who've been there, done that!
- Facility of our own to call home
- Farrier Service
- Good quality adult western saddles
- Joint supplements for horses
- Mounting block
- Pole bending poles & bases
- Grooming totes and tools
- Rainbow Reins & Halters
- VOLUNTEERS!! Side walkers, lead walkers, photographers, and administrative help would all be appreciated.

2014 VOLUNTEER STATISTICS

- Total Lessons Given in 2014: 404
- Riders Served: 34
- Horses in Program: 10
- Volunteers in Program: 40
- Volunteer Hours: 468
- Volunteers who worked in both Big Piney and Pinedale: 6
- Teen Volunteers: 11



M.E.S.A. WOULD LIKE TO RECOGNIZE AND THANK ELAINE LARSEN FOR ALL OF HER ENTHUSIASM, HUMOR, TIME AND TALENT THAT SHE SO GRACIOUSLY SHARED WITH US THIS YEAR.

ELAINE MADE LESSONS FUN, WOULDN'T TAKE "I CAN'T" OR "I DON'T WANT TO" FOR AN ANSWER AND HER PERSISTENCE ALWAYS RESULTED IN HER RIDERS HAVING A GREAT TIME DURING LESSONS. THANKS, ELAINE, FOR ALL THAT YOU HAVE DONE FOR US. WE ARE GOING TO MISS YOU!

DISABILITIES: AUTISM

- Autism is a bio-neurological developmental disability that generally appears before the age of 3.
- Autism impacts the normal development of the brain in the areas of social interaction, communication skills, and cognitive function. Individuals with autism typically have difficulties in verbal and non-verbal communication, social interactions, and leisure or play activities.
- Individuals with autism often suffer from other medical conditions which may include: allergies, asthma, epilepsy, digestive disorders, persistent viral infections, feeding disorders, sensory integration dysfunction, & sleeping disorders.
- Autism is diagnosed four times more often in boys than girls. Its prevalence is not affected by race, region, or socio-economic status. Since autism was first diagnosed in the U.S. the incidence has climbed to an alarming one in 68 children in the U.S.
- Currently there is no cure for autism, though with early intervention and treatment, the diverse symptoms related to autism can be greatly improved and in some cases completely overcome. For more info:
- <http://nationalautismassociation.org/resources/autism-fact-sheet/>



OUTSTANDING TEEN VOLUNTEERS

LYDIA SEEMANN & KATELYN MOLLER

M.E.S.A. WOULD LIKE TO THANK TWO EXCEPTIONAL TEEN VOLUNTEERS WHO DEDICATED A TON OF THEIR TIME AND TALENT TO THE RIDERS IN OUR PROGRAM THIS YEAR. THEY EACH VOLUNTEERED FOR ALL THREE LESSON SESSIONS THIS YEAR - COMING OUT AFTER SCHOOL AND DURING THE SUMMER HOURS. THANKS, LADIES!



Some special needs served by M.E.S.A. include:

ADD or other Hyperactivity Disorder, Developmental Delay, At-Risk Youth, Emotional & Behavioral Challenges, Terminal Illness, Weight Control, Substance Abuse, Autism Spectrum Disorder, Head Trauma, Brain Injury, Cerebral Palsy, Paralysis, Speech Impairment, Spinal Cord Injury, Down Syndrome, MS, Stroke, Hearing & Visual Impairment, Fetal Alcohol Syndrome and more!

ALL THE BENEFITS OF M.E.S.A.

At M.E.S.A., horses help us heal and strengthen the lives of children with disabilities. Through our network of cooperation between parents, volunteers, and instructors, our mission is to lend a hand to our neighbors who need it the most. Many families in Sublette County whose children have special physical, cognitive, or emotional needs endure an economic burden greater than most. M.E.S.A. is a powerful program that not only touches the lives of the riders that it serves, but it enriches the lives of everyone it touches: adult volunteers, teen volunteers, family members, and the horses.

OUR FAMILIES

M.E.S.A. is a program in Sublette County that is designed to help these children heal and strengthen their lives. Individual goals are developed to help address their physical or cognitive limitations. M.E.S.A. develops life skills to help riders gain confidence and self-esteem, teaching them respect, honesty, and self-discipline. At least half of these families would not be able to participate in M.E.S.A. activities if they had to pay for the services that M.E.S.A. provides. Some families still do not attend on a regular basis as they do not have the gas money to drive to the arenas. With your support, these families can continue to take advantage of M.E.S.A.'s services without placing an additional economic burden on them.

OUR VOLUNTEERS

So many of our adult volunteers express the fulfillment they receive by helping others in need. There is nothing greater than being a part of the bond that horses and young riders form. Seeing a rider smile sitting atop a back of a tall steed. Often times, our teen volunteers are at a critical point in their lives of needing to belong and having a purpose. By helping the younger riders, they feel a sense of being needed and wanted. They get a great deal of satisfaction out of being a mentor.

OUR HORSES

This is the last career for most of our horses. Our program horses are typically donated or loaned to us. They are no longer able to perform their duties in their previous career at the capacity that is necessary. So they are either forgotten in the pastures, sent to market, or M.E.S.A. can give them a new sense of worth. M.E.S.A. horses get enough exercise that is healthy and plenty of pats, hugs, smiles, and carrots to keep them content through their sunset years.

OUR FUTURE

M.E.S.A. is now in its third year and we are excited about our future. We have grown in leaps and bounds in both the number of participants we serve and the types of programs we offer. Through our fundraising efforts and community partnerships, we are able to ensure that participants with financial needs can enroll in our programs free of charge. We are also able to increase our program scheduling to offer various therapeutic riding opportunities in both Pinedale and Big Piney.

PLEASE HELP

With all of our success, we have one last creek to cross to ensure M.E.S.A.'s long, successful service to the children of Sublette County. M.E.S.A.'s primary fundraising goal is to buy or build an indoor riding facility in the Pinedale area that we can use all year, regardless of the Wyoming weather. The Capital Funds Reserve is gradually increasing. Our goal is that within 3-5 year we will have our own facility.

Your contribution will ensure that M.E.S.A. can continue to grow and to help us strengthen the lives of our community's children who have disabling challenges by giving them a "leg up". Will you please be a part of our mission? Contributions can be mailed to M.E.S.A. at PO Box 516, Pinedale WY 82941

**PLEASE JOIN OUR MISSION
BECOME A PART OF OUR M.E.S.A. FAMILY**

IN THE BARN...

Meet Henry



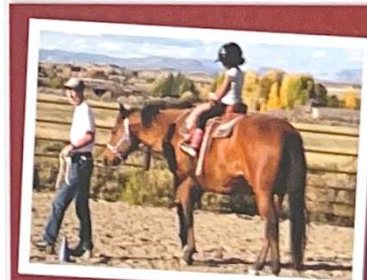
Age: 25

Breed: Quarter Horse

Owned By: Jennifer and Gary Hayward Family

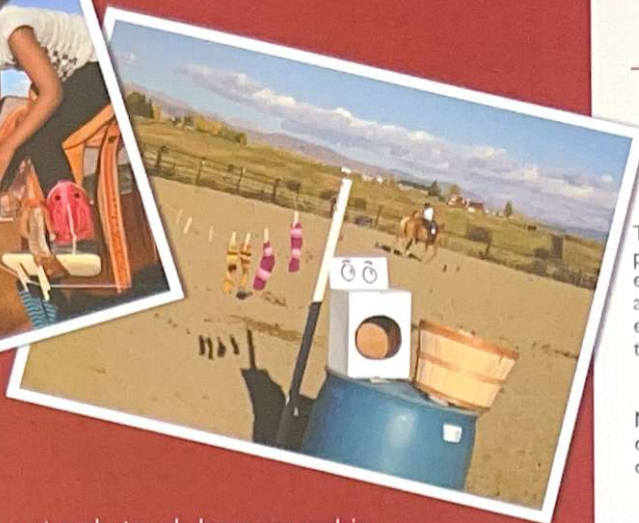
Background: Henry came to us after teaching his family of kids how to ride and show. Henry has been in the show ring and in the mountains - and I'm sure he's been behind a cow or two. Henry takes everything in stride and is a kind, sweet, guy.

TR Specialty: Henry is a sweetheart! His patient and stoic nature makes him the perfect horse for any apprehensive rider. Henry is sure to take care of them and keep them safe. In addition to his good nature, he is super smooth and very broke! Learning the mechanics of steering is a snap on ol' Henry - that is why this tall, handsome steed is everyone's favorite!



Upcoming Events

- Nov 9th: Volunteer Appreciation Dinner
- Dec 3rd: M.E.S.A. Christmas Party



A big part of M.E.S.A. is to not only teach horsemanship skills, but to use fun games & activities to help develop life skills such as decision making, responsibility, planning & communication.

We also incorporate activities that will increase gross and fine motor function, balance, and strength.

M.E.S.A.

Mind, Energy, Spirit,
Attitude

The mission of M.E.S.A. is to promote self-confidence, self esteem, physical independence, and social interaction through equine assisted activities and therapies in Sublette County, WY.

M.E.S.A. relies on your generous donations to help provide miracles of joy to our riding participants.

To learn more about M.E.S.A.:

Call: 307-749-3979

Email: subletterides@gmail.com

Website: www.M.E.S.A.rides.org

Mail: PO Box 516, Pinedale WY 82941



M.E.S.A. Therapeutic Horsemanship
PO Box 516
Pinedale, WY 82941



Attachment B, Page 1 of 1

TC Tami Trover Crosson
MESA
To: Lindsay Dick, Cc: Susan Stringfellow, Carla Sullivan
March 5, 2025 at 9:01 AM
[Details](#)

Hi Lindsay,
Thank you again for the great conversation. I truly appreciate the time and effort you and the leadership team have dedicated to evaluating and potentially modifying the deed restrictions in consideration of HEAR. Although it won't work out for HEAR, I believe MESA Therapeutic Horsemanship (<https://www.mesarides.org/>) aligns with the requirements outlined in the deed restrictions.
Carla Sullivan, MESA's executive director, is cc'd on this email if you have specific questions about their wonderful program.
Please keep us informed on the outcome of your discussion with your attorney regarding MESA.
Best regards,
Tami
Tami Trover Crosson
307.231.1036 cell

This e-mail message and any attachment(s) are for the sole use of the intended recipient(s) and may contain proprietary and/or confidential information that may be privileged or otherwise protected from disclosure. Any unauthorized review, use, disclosure, or distribution is prohibited. If you are not the intended recipient(s), please contact Tami by reply e-mail or call 307.231.1036 and destroy the original message as well as any copies of the message and attachment(s). Thank you.

LD Lindsay Dick
RE: MESA
To: Tami Trover Crosson, Cc: Susan Stringfellow, Carla Sullivan
March 5, 2025 at 10:27 AM
[Details](#)

Thanks, Tami! I'll keep you posted on what our attorney says.

Have a great day!
Lindsay

From: Tami Trover Crosson <ttrover@gmail.com>
Sent: Wednesday, March 5, 2025 9:01 AM
To: Lindsay Dick <ldick@purewest.com>
Cc: 'Susan Stringfellow' <sjstringfellow67@gmail.com>; 'Carla Sullivan' <subletterides@gmail.com>
Subject: MESA

★ **TH** Carla Sullivan
MESA and the 4-H/PureWest Property
To: Lindsay Dick
April 16, 2025 at 10:50 AM

Hi Lindsay,
Tami Crosson included my address in your conversation about the use of the property that the 4-H building is located on. I also believe that we fit within the deed restrictions. We are very interested in finding a location that we can build a small arena and facility on, as well as keep our horses on site.

For the past 13 years we have operated out of local borrowed facilities and kept our horses wherever we could. We have a couple of storage trailers that are also located on private, borrowed property because we don't have any place of our own to put them. I spend a lot of time traveling between pastures and arenas to be able to provide lessons. With limited trailer space, we can only serve a certain amount of participants each day. We are limited on how many days we can ride at each facility, as well. If we had our own place to call home, we could serve a greater number of participants and increase our programming throughout Sublette County. I feel strongly that if we could have a location, we could find the funds to build our facility.

I would certainly appreciate your help in seeing if we could make this happen. Please feel free to contact me should you need any more information.

Thanks,

- Carla

Carla M. Seely
Executive Director

MESA Therapeutic Horsemanship, Inc.
PO Box 516
Pinedale, WY 82941

Phone: 307-749-3979
Email: subletterides@gmail.com
Website: www.mesarides.org

LD Lindsay Dick
RE: MESA and the 4-H/PureWest Property
To: Carla Sullivan, Cc: Tami Trover Crosson
April 16, 2025 at 11:09 AM
[Details](#)

Hi Carla,

I've been meaning to call Tami. I'm sorry I've been so delayed in my communication. PureWest agrees that MESA fits within the deed restrictions. I think at this point; it is up to the county to decide. Have you met with them?

Happy Wednesday!
Lindsay

From: Carla Seely <subletterides@gmail.com>

LD Lindsay Dick
RE: MESA and the 4-H/PureWest Property
To: Carla Sullivan, Cc: Tami Trover Crosson
April 16, 2025 at 11:09 AM
[Details](#)

Hi Carla,

I've been meaning to call Tami. I'm sorry I've been so delayed in my communication. PureWest agrees that MESA fits within the deed restrictions. I think at this point; it is up to the county to decide. Have you met with them?

Happy Wednesday!
Lindsay

From: Carla Seely <subletterides@gmail.com>
Sent: Wednesday, April 16, 2025 10:51 AM
To: Lindsay Dick <ldick@purewest.com>
Subject: MESA and the 4-H/PureWest Property

External Sender: Use caution with links/attachments.

[See More from Carla Seely](#)

Found in Sent - subletterides@gmail.com Mailbox

★ **TH** Carla Sullivan
Re: MESA and the 4-H/PureWest Property
To: Lindsay Dick
April 16, 2025 at 11:20 AM

Thank you for your quick response. I have visited with them individually, but have not approached them at a meeting. Maybe it's time to do that!
Thank you!

- Carla

Carla M. Seely
Executive Director

MESA Therapeutic Horsemanship, Inc.
PO Box 516
Pinedale, WY 82941

Phone: 307-749-3979
Email: subletterides@gmail.com

Attachment C, Page 1 of 1

Meeting with MESA and 4-H Working Group

April 22, 2026

The following items are identified as areas of agreement and/or joint questions that need further problem solving as the group moves forward.

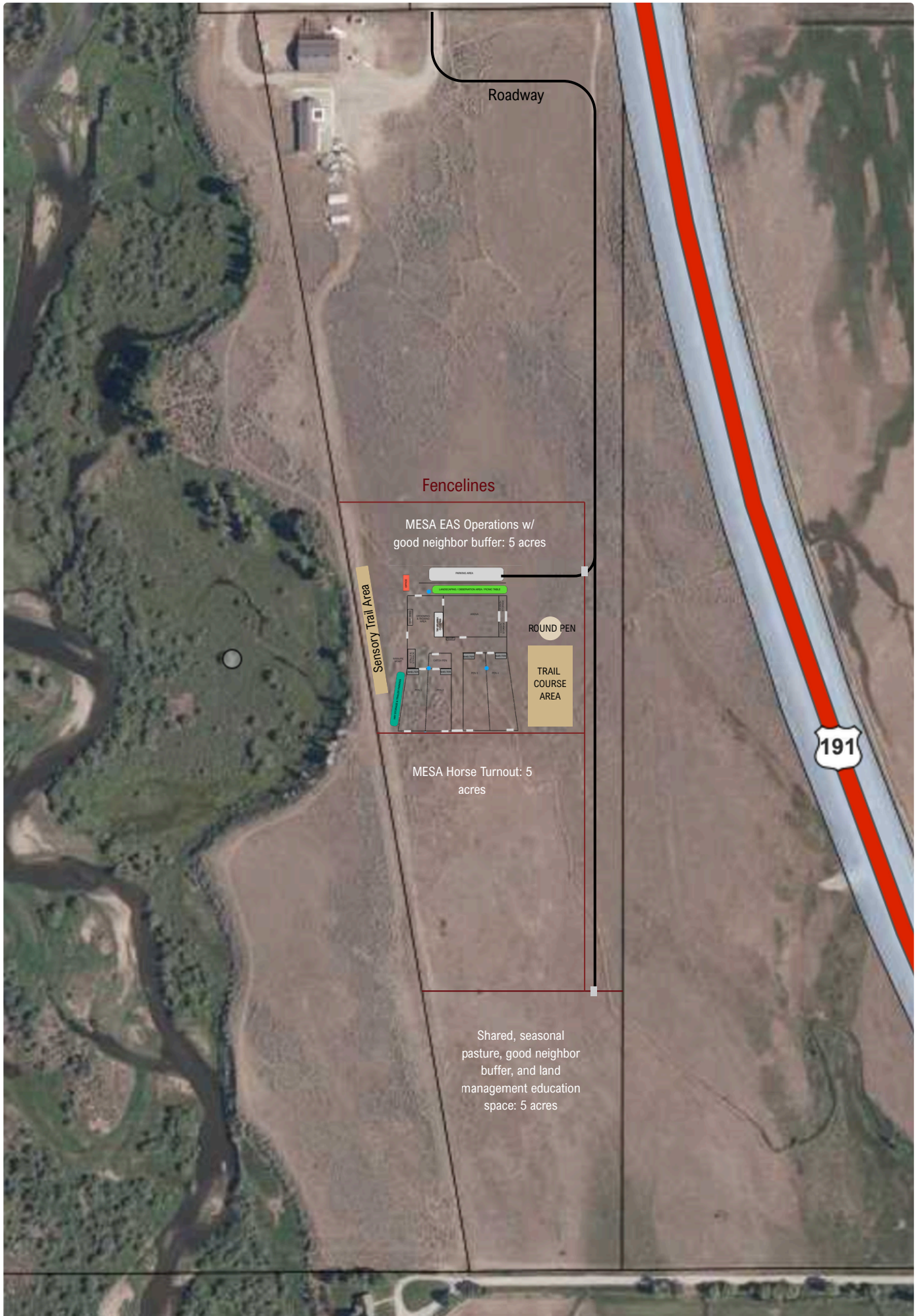
Agreements:

1. Grazing standards for the 7.5 acre pasture will be developed as a group and joint monitoring will occur.
2. There will be a designated drylot for the horses.
3. The site will be staked out for the entire group to see on the ground. The group is meeting on Monday, April 27. The overall site for the corrals and barn will be staked on the four corners. The fencelines for the drylot and the pasture will also be staked.
4. 4-H will have access to the 7.5 acre pasture to exercise lambs and calves and potentially conduct range projects.
5. A dispute resolution statement will be included in the lease to indicate that the two groups will come together first if any issues arise, before taking anything to the county commissioners.
6. There will be one entrance at the main 4-H gate and then the county will build a road heading east/south that will lead to the MESA barn and paddock.

Questions:

1. There is a need to get clarification on the county commissioners' gate concerns. Will they accept both groups using the main 4-H gate?
2. Will MESA need a manure management permit with DEQ?
3. Will Sublette County Weed & Pest take care of the weeds on the entire property?
4. Who will enforce the animal head limit that is currently in the deed? Will the lease need to include language indicating that 4-H will not be impacted if the animal limit is reached?

The Working Group wrapped up the meeting by discussing at length a strategy for approaching the county commissioners to advocate for MESA being granted access to a separate property (Pole Creek) to use for their program. The group agrees to present two options to the County Commissioners at their next meeting: a draft lease incorporating the agreed-upon changes and a recommendation for MESA to be deeded an undetermined amount of acres at Pole Creek.



OPERATIONS AND LEASE AGREEMENT

This Lease and Operations Agreement is entered into by and between Sublette County (hereinafter COUNTY), a political subdivision of the State of Wyoming, and M.E.S.A. Therapeutic Horsemanship, Inc., a Wyoming not-for-profit corporation, operating under the trade name of MESA Equine Assisted Services (hereinafter MESA, known collectively as the “Parties.” The Parties agree as follows:

WHEREAS MESA provides therapeutic services for individuals with a variety of developmental/learning disabilities through the use of equine animals;

WHEREAS COUNTY has an interest in ensuring that therapeutic services for individuals with developmental and learning disabilities is provided within Sublette County for the benefit of such residents and their families

WHEREAS the provision of disability support services in Sublette County aligns with the goals and policies of COUNTY and COUNTY has the authority to contract with entities that provide services for developmentally disabled individuals pursuant to WYO. STAT. ANN. § 18-2-112 and § 35-1-614. See also WYO. STAT. ANN. § 35-1-613(a)(ii) & (iv).

NOW THEREFORE, in consideration of their mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged hereby, the parties agree as follows:

1. MESA will perform therapeutic services for individuals with developmental disabilities, as defined by WYO. STAT. ANN. § 35-1-613(a)(ii), through the use of equine animals.
2. COUNTY agrees to and shall perform the following:
 - a. Provide space on COUNTY owned land through a Lease for MESA’s operations (see below) free of charge. Such provision shall be exclusive to MESA’s operations. MESA may cooperate with other entities to share use of its facilities but must seek permission from COUNTY prior to entering into any long-term (more than temporary occasional use) agreements for the use of the property.

- b. Allow MESA to place temporary structures, included shelters for horses and riders, fences, corrals, office/meeting room, and other equipment necessary to effectuate its operations on COUNTY's property.
 - c. Reimburse MESA for the installation of any and all permanent fixtures placed on COUNTY's property, included a well, if any, including all pump and electrical infrastructure.
 - d. Allow MESA to install necessary electrical or other utility equipment on COUNTY's property and cooperate with MESA for the purposes of providing any necessary easements for the same to utility providers.
- 3. **TERM AND TERMINATION.** This contract shall be in effect as of the date of its execution by both Parties and continue through and including June 30, 2046. Parties may extend this term in writing. This Contract may be terminated: (a) by either Party at any time for failure of the other Party to comply with the terms and conditions of this Contract; or (b) upon a mutual agreement in writing signed by both Parties.
- 4. **INDEPENDENT CONTRACTOR.** MESA shall function as an independent contractor for the purposes of this Contract and no employee or agent of MESA may be considered an employee of COUNTY for any purpose. MESA shall assume sole responsibility for any debts or liabilities that may be incurred by MESA in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing MESA or its agents to act as an agent or representative for or on behalf of COUNTY or to incur any obligation of any kind on behalf of COUNTY. MESA agrees that no health/hospitalization benefits, workers' compensation, and/or similar benefits available to County employees will inure to the benefit of MESA or its agents and/or employees as a result of this Contract.
- 5. **ASSIGNMENT AND DELEGATION:** Neither this Contract, nor any rights or obligations hereunder may be assigned or delegated by a party without the prior written consent of the other party. MESA shall not use this Contract, or any portion thereof for collateral for any financial obligation without the prior written permission of COUNTY.
- 6. **INDEMNIFICATION AND LIABILITY.** Each Party to this Contract shall assume the risk of any liability arising from its own conduct. To the fullest extent provided

by law, MESA agrees to and shall release, defend, indemnify, and forever hold harmless COUNTY, its officers, employees, assignees, agents and successors against any and all claims, lawsuits, demands, loss or liability arising out of or resulting in any way from work or operations performed under this Contract due to the willful or negligent acts (active or passive) or omissions by MESA or its agents. MESA shall carry liability insurance sufficient to cover its obligations under this provision and provide COUNTY with proof of such insurance.

7. **GOVERNMENTAL IMMUNITY.** COUNTY does not waive governmental immunity by entering into this Contract, and COUNTY specifically retains all immunities and defenses available to it as a governmental entity¹ and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of governmental immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
8. **CHOICE OF LAW AND VENUE.** This Contract shall be interpreted, construed and enforced according to the laws of the state of Wyoming, without reference to Wyoming's conflicts of laws statutes or rules, and federal laws. Exclusive jurisdiction and venue for any claim arising as a result of this Contract, or in relation to the purpose or subject thereof, shall be in the appropriate Court in Wyoming's Ninth Judicial District, in and for Sublette County, Wyoming.
9. **FORCE MAJEURE:** Neither Party shall be liable to perform under this Contract if such failure arises out of causes beyond control, and without the fault or the negligence of the nonperforming Party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, pandemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall only become effective if the Party failing to perform immediately notifies the other Party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming Party. The Parties intend and agree that this provision is not intended nor shall it be construed to waive either Party's

¹ W.S. §1-39-101, *et seq.*

governmental immunity.

10. **THIRD PARTY BENEFICIARY RIGHTS.** The Parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the Parties to this Contract and shall inure solely to the benefit of the parties to this Contract.
11. **BINDING EFFECT.** This Contract shall be binding upon and shall inure to the benefit of the successors of the respective Parties hereto.
12. **HEADINGS.** The headings used in this Contract are inserted for reference purposes only and shall not be deemed to limit or affect in any way the meaning or interpretation of any of the terms or provisions of this Contract.
13. **ENTIRE AGREEMENT.** This Contract constitutes the entire understanding and agreement between the Parties relating to the subject matter hereof and supersedes all prior agreements representations or understandings between the Parties relating to the subject matter hereof.
14. **CONSTRUCTION OF LANGUAGE.** This Contract shall not be deemed to have been drafted by either party, and any provision deemed ambiguous or otherwise in dispute shall not be construed against either party.
15. **NON-WAIVER.** Any waiver by either Party hereto of any breach of any kind or character whatsoever by the other Party, whether such waiver be direct or implied, shall not be construed as a continuing waiver of, or consent to, any subsequent breach of this Contract on the part of the other Party.
16. **SEVERABILITY:** If any provision of this Contract is held invalid or unenforceable by any court of competent jurisdiction, or if COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the Parties that the provisions of this Contract are fully severable. Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
17. **MODIFICATION.** This Contract may not be modified except by an instrument in writing signed by the Parties hereto.

18. **ATTORNEYS' FEES.** In the event any action or court proceeding is brought by either Party to enforce the obligations of this Agreement, the prevailing Party² shall be entitled to recover any reasonable attorney's fees, costs and expenses.
19. **COUNTERPARTS.** This Contract may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute a single agreement.

[INTENTIONALLY LEFT BLANK]

² "Prevailing Party" shall be limited to a party which prevails by judicial determination on all claims asserted, irrespective of prayer for relief or damages claimed.

LEASE

1. **SUBJECT OF LEASE:** The 10 acres (approx.) of the parcel described in detail in Exhibits A 1&2 and B 1&2, attached and incorporated herein by this reference. Exhibit B 1 is illustrative in nature and MESA may modify exact placement of its infrastructure south of the boundary line in order to best suit their interests and use of the land.
2. **TERM OF LEASE:** Upon the latest signature hereon through and including Nov 30, 2036. Parties may extend this term in writing. By their signature below, MESA acknowledges that there are restrictions to the use of COUNTY's land that, as of the signing of this agreement, are not being enforced regarding MESA's operations. In the event that a successor in interest to the property to the north of the subject property, now Ultra Resources, Inc., a Delaware Corporation, under the control and operation of PureWest Resources, Inc., a Wyoming Corporation, elects to enforce and provisions contained within the *Special Warranty Deed* recorded in Book 57 WD 10 of the Sublette County Clerk's Office, this agreement may be immediately terminated by COUNTY. In such an event MESA must immediately vacate the property, remove all its tangible property, and cease operations thereon.
3. **PAYMENT:** This lease does not require payment. Consideration for this Agreement is MESA's provision of services described herein above.
4. **RESPONSIBILITIES OF COUNTY:**
 - a. **Quiet Enjoyment.** COUNTY warrants that MESA shall be granted peaceable and quiet enjoyment of the premises free from any eviction or interference by COUNTY so long as MESA fully and punctually performs the terms and conditions imposed on MESA.
 - b. **Construction.** COUNTY will provide initial road construction, parking construction, and dirt work for the arena and office space.
 - c. **Taxes.** COUNTY shall pay all taxes, assessments, or other governmental charges that arise in connection with the ownership of the premises during the lease term.
5. **RESPONSIBILITIES OF MESA.**
 - a. **Limitation on Number on Animals.** MESA must limit the number of overnight livestock animals on the subject property to ten (10). MESA may increase or decrease animal numbers (to no fewer than five (5) MESA horses) upon agreement with 4-H to ensure that total animal numbers do not exceed county zoning requirements or restriction on land use.
 - b. **Entry and Inspection.** Upon 24 hours' notice, allow COUNTY reasonable entry and inspection of the premises to ensure compliance hereof.

- c. **Construction:** MESA will provide fencing, livestock infrastructure, and portable building infrastructure subject to COUNTY approval. MESA will be responsible for maintenance and upkeep of the ten acres herein described, including weed and pest management.
 - d. **Utilities.** All applications and connections for necessary utility services on the premises shall be made in the name of MESA only, and the MESA shall be solely liable for utility charges as they become due, including those for sewer, water, gas, electricity, telephone, garbage, or internet connection.
 - e. **Assignment or Sublease.** MESA shall notify and obtain written approval of COUNTY before any assignment or sublease of the premises in whole or significant part for a use or occupation by an entity or person other than MESA or any use that is incidental to the main use of the building.
 - f. **Surrender of Possession.** MESA shall peaceably and quietly surrender and deliver the premises to COUNTY free of sub-tenancies in the same condition as when MESA originally took possession thereof, excepting normal wear and tear. MESA hereby agrees to reimburse COUNTY for all reasonable costs associated with repairs to the premises following MESA's vacation of the premises. COUNTY agrees to reimburse MESA for costs associated with any permanent fixture for which COUNTY, in writing, allows be built or constructed thereon. Such reimbursement amount shall be determined at the time of construction.
 - g. **Taxes.** MESA shall pay all taxes, assessments, or other governmental charges that arise in connection with MESA's operations on the premises.
6. **SPECIAL PROVISIONS:**
- a. **Alterations, Additions, and Improvements.** MESA shall not at any time during the Lease term, make alterations, additions, or improvements in and to the premises, except with prior written consent of COUNTY.
 - b. **Easements, Contracts, or Encumbrances.** The Parties shall be bound by all existing easements, contracts, and encumbrances of record relating to the premises.
 - c. **Time is of the Essence.** Time is of the essence in all provisions of this Lease.
 - d. **Unlawful or Dangerous Activity.** MESA shall neither use nor occupy the premises or any part thereof for any unlawful, disreputable, or ultra-hazardous purpose nor operate or conduct business in a manner constituting a nuisance of any kind. MESA shall immediately upon notification of any unlawful, disreputable, ultra-hazardous use, or nuisance, take action to halt such activity.
 - e. **Indemnity and Insurance.** MESA shall release, defend, indemnify and forever hold harmless the COUNTY, its elected and appointed officials, employees, officers, agents, successors, assignees and volunteers from all causes of action, claims or demands arising out of MESA'S performance under this Lease, and all damages, claims, injuries, deaths, and all malpractice suits that result from MESA's business operations. MESA shall

also carry sufficient insurance coverage for its use of the property and shall be responsible for any and all loss or damage to the premises with the exception of that associated with normal use thereof. MESA shall defend and fully indemnify COUNTY against any loss suffered as a result of a claim, demand, or lawsuit filed by any person or entity whether in tort or otherwise alleging that COUNTY or any of its officials, employees, or agents was negligent or otherwise tortious in MESA's operation or maintenance of the premises. Additionally MESA hereby agrees to maintain liability insurance coverage for their business operation and shall include COUNTY as an 'additional insured' on its insurance policies and provide proof thereof upon written demand by COUNTY.

- f. **Termination.** Upon expiration of this Lease or upon an earlier termination, this Lease shall terminate and MESA must vacate the premises within one hundred eighty (180) days (except as provided in Paragraph 2 herein above) and remove all of its operational equipment and fixtures not permanently affixed to the premises. MESA hereby agrees to reimburse COUNTY for all reasonable costs associated with any necessary cleaning or repairs to the premises following MESA's vacation of the same. COUNTY hereby agrees to reimburse MESA for water and power infrastructure installation cost at a pro-rated value of 5% reduction each year within 45 days of MESA vacating the property.
- g. **Applicable Law and Venue.** The Parties mutually understand and agree the construction, interpretation, and enforcement of this Lease shall be governed by the laws of the State of Wyoming. If any dispute arises between the Parties from or concerning this Lease or the subject matter hereof, any suit proceeding at law or in equity shall be brought in the appropriate Court in the Ninth Judicial District, sitting at Pinedale, Wyoming.
- h. **Entirety of Lease.** This Lease represents the entire and integrated contract between the Parties and supersedes all prior negotiations, statements, representations and other contracts, whether written or oral. This Lease cannot be changed except by a written instrument subsequently executed by the Parties.
- i. **Notices.** All notices required and permitted under this Lease shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such Parties' address listed herein, or when personally delivered to either party. A party may change its address for notice hereunder by giving written notice to the other party.
- j. **Governmental Immunity.** COUNTY does not waive governmental immunity by entering into this Lease, and specifically retains all immunities and defenses available to COUNTY as a governmental entity³

³ W.S. § 1-39-101, *et seq.*

and all other applicable laws. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of governmental immunity. The Parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

- k. **Third Party Beneficiary Rights.** The Parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Lease shall not be construed so as to create such status. The rights, duties, and obligations contained in this Lease shall operate only between the Parties to this Lease and shall inure solely to the benefit of the Parties under this Lease. The Parties to this Lease intend and expressly agree that only Parties signatory to this Lease shall have any legal or equitable right to seek to enforce this Lease, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Lease, or to bring an action for the breach of this Lease.
- l. **Waiver.** The failure of COUNTY to insist on a strict performance of any of the terms and conditions hereof shall not be deemed a waiver of the rights or remedies that COUNTY may have regarding that specific term or condition.

Signatures. The Parties to this Lease, either personally or through their duly authorized representatives have executed this Lease on the dates set out below, and certify that they have read, understand, and agree to the terms and conditions of this Lease.

MESA:

SUBLETTE COUNTY:

Date:

Carla Seely, Executive Director

Date:

Lynn Bernard, Chair

Sublette County Board of Commissioners

PUREWEST RESOURCES, INC.:

By the signature below, PureWest Resources, Inc., the operator and occupier of the land to the north of the subject property owned by Ultra Resources, Inc., acknowledges the operations described herein and is amenable to the same and will

not seek to remove MESA, terminate their operations, or exercise its potential option to retake the land at issue as noted in the *Special Warranty Deed* recorded in Book 57 WD 10 of the Sublette County Clerk's Office.

____ Date:____
Lindsay Dick, TITLE



Erin Hastey <erinhastey@gmail.com>

FW: No Working Group Meeting Tomorrow Night

subletterides <subletterides@gmail.com>

Mon, Apr 27, 2026 at 6:53 AM

To: Erin Hastey <erinhastey@gmail.com>, Disney Brunette <desbrune@gmail.com>, Staci Jones <staciajones1639@gmail.com>, Michelle Helm <mlhelm1016@gmail.com>

Sent from my Galaxy

----- Original message -----

From: Mary Martin <MMMartin@uwyo.edu>

Date: 4/26/26 9:18 PM (GMT-07:00)

To: Carla Seely <subletterides@gmail.com>

Subject: No Working Group Meeting Tomorrow Night

Hi Carla,

The 4H Working Group has received your latest draft and correspondence from last week. They've asked me to inform you that flagging the proposed arena, horse pastures and road placement for tomorrow is not necessary.

They will develop a letter, this coming week, regarding the request to lease the property. They don't feel it necessary to meet tomorrow night.

Kind regards,

Mary M Martin

Community Vitality and Health Educator

University of Wyoming

College of Agriculture, Life Sciences, and Natural Resources

P.O. Box 1708

Jackson, Wyoming 83001

307-733-3087

mmmartin@uwyo.edu

Attachment F, Page 1 of 1



Erin Hastey <erinhastey@gmail.com>

FW: No Working Group Meeting Tomorrow Night

Erin Hastey <erinhastey@gmail.com>

Mon, Apr 27, 2026 at 8:39 AM

To: DRURY ROGERS <druryrogers@yahoo.com>, Tracy Hoover <wybuzybee@gmail.com>, Jimbob Griffin <jimbob_griffin@yahoo.com>, Robin Schamber <grschamber@vcn.com>, Russell Burton <burton_russ@hotmail.com>
Cc: "Erin Hastey:" <erinhastey@gmail.com>, "Staci Jones:" <staciajones1639@gmail.com>, "Disney Visser:" <desbrune@gmail.com>, Carla Seely <subletterides@gmail.com>, Matthew Helie <mhelie@uwyo.edu>, Dannele Elaine Peck <dpeck@uwyo.edu>, Tiera Callan Bevilacqua <tarndorf@uwyo.edu>, Sublette County <sublette@uwyo.edu>, Savannah May <smay5@uwyo.edu>, MMMartin@uwyo.edu

Hi everyone,

I was disheartened to hear that you all did not want to meet this evening. At MESA, we were looking forward to the meeting and were hopeful of reaching a workable agreement.

On the MESA side of things, I admit that we were somewhat close-minded on Wednesday regarding shared arena use. Just as I imagine 4-H would want to closely protect its facilities because you all have built a program you're right to be proud of, we want security and safety for the horses and equipment that are the backbone of the important work we do.

That having been said, we've had some time to think about how shared arena use could work and developed some preliminary draft guidelines. The attached document, which we started developing yesterday after discussion on Saturday, is what we were planning to propose and hear your feedback on this evening. I'm sorry we won't get the chance.

I hope we can find another time that we can all come back to the table.

Best,

Erin

Erin R. Hastey, PhD
boardleading.com
(307)228-0285
erinhastey@gmail.com

----- Forwarded message -----

From: **subletterides** <subletterides@gmail.com>

Date: Mon, Apr 27, 2026 at 6:53 AM

Subject: FW: No Working Group Meeting Tomorrow Night

To: Erin Hastey <erinhastey@gmail.com>, Disney Brunette <desbrune@gmail.com>, Staci Jones <staciajones1639@gmail.com>, Michelle Helm <mlhelm1016@gmail.com>

[Quoted text hidden]



Proposed Layout with Shared Arena Use Guidelines_04.27.26.pdf
2138K



This document is a preliminary draft that may be edited by key stakeholders to address needs.

Arena Purpose: This arena serves equine-focused youth in Sublette County. It does this through providing a place for supervised, structured equine programming for three organizations: MESA Equine Assisted Services, Sublette County 4-H Horse Projects, and Buffalo Jump Pony Club. As the arena is part of the MESA facility, MESA is responsible for ensuring good arena stewardship and coordination with partner organizations. To accommodate this, the following guidelines are proposed:

1. All horses using the arena must be vaccinated and have an up-to-date health certificate.
2. All riding must be supervised by an organizational instructor/leader. These include: MESA Instructors, 4-H Horse Project Leaders, and Pony Club Leaders.
3. 4-H Horse Project and Pony Club riders may use the arena with the supervision of their organizational leader/instructor on weekday evenings after 6PM and on weekends. A MESA scheduler shall be responsible for maintaining a shared schedule, and 4-H Horse Project and Pony Club leaders shall confirm their scheduled time with the MESA scheduler before accessing the arena.
4. On weekdays, MESA may have obstacles set up in the arena (e.g., barrels, poles) for MESA lessons for the week. MESA will share lesson plans with 4-H Horse Project and Pony Club leaders upon request; these leaders may incorporate the obstacles into their lessons, or they may have their riders clear the arena and then reset it as they found it before leaving the arena. MESA will clear any obstacles by Friday evening at 6PM; the arena will be obstacle-free on Friday evenings and weekends.
5. A wheelbarrow and fork will be kept accessible and adjacent to the arena. Each organization is responsible for cleaning up any manure produced during their lesson before they leave the arena that day.
6. To accommodate security needs and horse safety, there will be two coded padlocks.
 - a. The following individual will have the padlock code for Gate 1:
 - i. MESA Instructor(s)
 - ii. 4-H Horse Project Leader(s)
 - iii. Pony Club Leader
 - iv. 4-H Educator
 - v. UW Extension Agent
 - b. The following individual will have the padlock code for Gate 2:
 - i. UW Extension Agent
 - ii. 4-H Educator
7. Gate 3 into the arena will be unlocked. All other northern gates into the MESA facility will be locked when MESA is not conducting programming, and the MESA facility will be accessible only with a MESA instructor. Gates into shared pasture and southern gates on the MESA facility will be kept unlocked for emergency evacuation reasons.
8. All arena guidelines apply to other shared horse structures that may be built in the accessible area (e.g., a roundpen).