



After Recording Mail To:
First Interstate Bank
Post Closing – 4th Floor
104 S. Wolcott
Casper, WY 82601


2019-753049 10/1/2019 5:24 PM PAGE: 1 OF 3
BOOK: 583 PAGE: 472 FEES: \$18.00 SM AGREEMENT - LEGAL
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

PRIVATE ROAD MAINTENANCE AGREEMENT SELF-ADMINISTERED

This Private Road Maintenance Agreement ("Agreement") made this 30th day of September, 2019 by Jason Jackson, ("Owner") of the subject property located at 14 Cottage Grove Ave, Story, WY 82842 ("Property" – Please see the complete legal description on page 2.) and whereas, the Property is accessed by a "Private Access Roadway" situated in the same County of Sheridan And State of Wyoming commonly known as Cottage Grove Avenue and whereas said "Private Access Roadway" is not serviced by a County, State, or municipal maintenance service, said Owners hereby agree to the following terms of this Agreement.

1. Road maintenance and road improvements will be undertaken and made whenever necessary and maintain the Private Access Roadway in good operating condition from where it reaches the Property to where it intersects with the maintained municipal road to ensure the provision of safe access, ingress, egress and passage by the Owners and by emergency vehicles to and from the Property.
2. The Owners of the Property shall take full responsibility for the cost incurred in the performance of maintaining the Private Access Roadway as described in this Agreement.
3. This Agreement shall be perpetual, and is intended to and shall be deemed to run with the land and shall encumber the Property and shall be binding upon the parties hereto, their respective heirs, personal representatives, executors, administrators, successors and assigns until such time as the Property is no longer held in private ownership.
4. This Agreement shall remain in effect until such time as the Private Access Roadway is annexed into the City/County municipality and maintained by that same City/County municipality or at such time as all adjacent land owners to the Private Access Roadway agree to a joint Private Access Road Maintenance Agreement which shall supersede this Agreement.
5. Owners and their agents shall hold harmless and indemnify First Interstate Bank, Its Successors and Assigns, the City/County municipality and the State of Montana, its officials, employees, consultants, and agents for any failure by the same to perform its obligations identified herein and nothing in this Agreement shall be construed as imposing any obligation upon said First Interstate Bank, Its Successors and Assigns, City/County municipality and the State of Montana, to perform maintenance or improvements to the Property or to enforce this Agreement.

JASON M. JACKSON
BY DAVID W. JACKSON
as HIS ATTORNEY IN FACT

(Owner)

(Owner)

(Owner)

(Owner)

The subject property located at [Click here to enter text.](#)

further legally described as:
SEE ATTACHED LEGAL DESCRIPTION



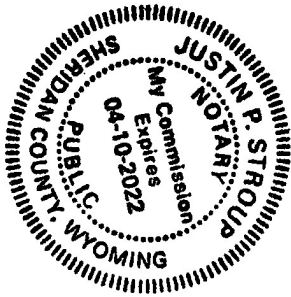
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STATE OF Wyoming)
) SS
COUNTY OF Sheridan)

This instrument was signed and acknowledged before me on 9/30

20 19 By Jesse M. Jackson by David W. Jackson as his attorney in fact

(Seal)




Notary Public for the State of Wyoming
Residing at Sheridan County
My Commission Expires 4/10/20



LEGAL DESCRIPTION

Lot 2 in Block 4 and Lot 7 in Block 3 of Mountain Home Improvement Company Subdivision and the following:

A portion of Lots 4 and 6 in Block 3 of the Mountain Home Improvement Company Subdivision, as shown on the official plat on file in the office of the County Clerk, more particularly described as follows: Beginning at a point on the Southeast line of Willow Avenue, said point being on line with the Northeast line, extended Southeasterly, of Lot 2, in Block 4 of said Mountain Home Improvement Company Subdivision; thence Southeasterly to the Southeast corner of said Lot 4 which is on the West line of Cottage Grove Avenue; thence West along the South line of said Lot 4 to the Southwest corner of said Lot 4; thence Northeasterly along the center line of Spring Creek to the South corner of said Lot 6; thence Northwesterly along the Southwest line of said Lot 6 to the West corner of said Lot 6 which is on the Southeast line of Willow Avenue; thence Northeasterly along the Southeast line of Willow Avenue to the point of beginning.

ALSO

Beginning at a point on the West line of Cottage Grove Avenue where said line intersects the Southeast corner of said Lot 4; thence North along the West line of said Cottage Grove Avenue a distance of twenty (20) feet; thence West to the intersection of the Northeasterly boundary line of the H.C. Fleischer tract as the same is described in a deed from E.R. Evans and Anna R. Evans to the said H.C. Fleischer dated and recorded September 24, 1935, in Book 38 of Deeds at page 317 thereof, and from said point of intersection in a Southeasterly direction along said boundary line to the place of beginning.

AND

A portion of Willow Avenue vacated by the Board of County Commissioners being more particularly described as follows:

Beginning at the Southwest corner of Lot 7, Block 3 of the Mountain Home Improvement Company Subdivision, thence Northwesterly on the Southerly line of Lot 7 extended to the center of Willow Avenue; thence Northeasterly along the center of Willow Avenue to a point which is the Southerly boundary line of Lot 2, Block 4, extended; thence Northwesterly along the Southerly boundary line of Lot 2 extended to the Westerly line of Willow Avenue; thence Northeasterly along the Westerly line of Willow Avenue to the Northeast corner of Lot 2; thence Southeasterly on the Northerly boundary line of Lot 2 extended to the Easterly line of Willow Avenue; thence Southwesterly along the Easterly line of Willow Avenue to the point of beginning.

AND

A tract of land situated in the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 7, Township 53 North, Range 83 West, of the Sixth Principal Meridian, Sheridan County, Wyoming, more particularly described as follows:

Beginning at a point which bears N74°49'25"E, a distance of 2702.18 feet from the Southwest corner of Section 7; thence West a distance of 151.5 feet; thence N63°03'25"W a distance of 95.15 feet; thence S82°01'25"W a distance of 32.35 feet; thence S66°10'45"W a distance of 46.15 feet; thence West a distance of 269.6 feet; thence N80°00'50"W a distance of 118.62 feet; thence N32°30'30"E a distance of 80.5 feet (along the center of Piney Cruse Creek); thence N13°39'E a distance of 72.0 feet; thence leaving said Creek, S80°58'30"E for a distance of 89.85 feet; thence N15°10'E a distance of 126.8 feet; thence N6°19'E a distance of 46.3 feet to a point in the center of Piney Cruse Creek; thence following the center of said Creek, N70°E a distance of 101.87 feet; thence leaving said Creek, S41°42'E a distance of 201.1 feet; thence S48°23"W a distance of 27.1 feet; thence S41°47'E a distance of 188.2 feet; thence S6°34"W a distance of 42.85 feet; thence East a distance of 180.0 feet; thence South a distance of 16.5 feet to the point of beginning.