

## **ROAD MAINTENANCE AGREEMENT**

THIS AGREEMENT is made and entered into effective this 10 day of February, 2023 ("Effective Date"), by and between **Community Impact, Inc.**, a Wyoming corporation, whose address is P.O. Box 2007, Sheridan, WY 82801 ("CI"), and **Sheridan County School District No. 2, State of Wyoming**, whose address is 201 N. Connor St., Suite 100, Sheridan, WY 82801 ("SCSD2").

**WHEREAS**, CI is conveying to SCSD2 certain real property located along and adjoining Brayton Lane, west of the City of Sheridan in Sheridan County, Wyoming, such property more specifically described on the attached Exhibit "A" (the "SCSD2 Land"); and

**WHEREAS**, CI owns and is retaining other real property (the "CI Land") adjoining the SCSD2 Land and adjoining and served by Brayton Lane, and CI is reserving the right to use Brayton Lane for access to the CI Land; and

**WHEREAS**, Brayton Lane will be used by both parties for the foreseeable future, from its northern end connecting to Wyoming State Highway 335, to the point where the bridge on Brayton Lane crosses Big Goose Creek; and

**WHEREAS**, the parties wish to share the costs of maintaining a portion of Brayton Lane for their joint use.

**NOW, THEREFORE**, for good and valuable consideration, including the mutual promises and covenants contained herein, it is agreed by and among the parties as follows:

**1. Construction and Reclamation.**

As Brayton Lane is an existing paved roadway, no new construction is anticipated at this time. To the extent either party wishes to improve Brayton Lane in the future, either party may do so at its expense, or the parties may, on a case-by-case basis, if agreed by both, share the expense of improvements. To the extent the surface of either party's land is disturbed by any construction activities, the disturbed land shall be reclaimed and repaired by the party or parties engaging in construction, with contours and vegetation like or similar to that in place prior to such activities, except that this provision shall not require planting or growth of vegetation on any compacted roadway surface.

**2. General Maintenance.**

- A. Each of the two parties shall contribute equally to the routine maintenance of Brayton Lane, as reasonably necessary to keep Brayton Lane in passable condition for ordinary motor vehicles and in a condition of reasonable

appearance. The routine maintenance is expected to include snow plowing, shoulder mowing and weed spraying. The parties shall work in good faith to plan the means and frequency of routine maintenance.

- B. To the extent more significant and infrequent maintenance, such as pothole repair, asphalt sealing or resurfacing, is necessary or appropriate, the parties shall work in good faith to plan such maintenance within the budgets of each and to meet the needs of each.
- C. If either party or its agents damages the roadway, the party that has caused or is responsible for causing the damage shall repair the damage.

**3. Terms of Use.**

- A. Neither party shall block Brayton Lane or impede its continuing regular use by the other party.
- B. Neither party shall use locked gates across Brayton Lane, without the consent of the other party. If locked gates are used, by agreement of the parties, each party shall have continuing access with keys, combinations, remote openers or other devices that allow for access by both parties.
- C. Nothing herein shall require nor permit either party, without the prior consent of the other, to materially change the alignment of Brayton Lane.

**4. Further Land Divisions.**

To the extent later conveyances of real property interests by either party result in the use of Brayton Lane by additional or succeeding landowners, the parties shall use reasonable efforts to arrange for the further sharing of road maintenance expense with the additional or succeeding landowners. Neither party shall have any maintenance obligation under this Agreement when that party no longer owns any property served by access along Brayton Lane.

**5. Miscellaneous Provisions.**

- A. **Entire Agreement.** This Agreement represents the entire written agreement between the parties with respect to the subject matter stated, and all prior agreements, understandings, representations or negotiations shall be deemed merged herein.



- B. **Governing Law.** This Agreement for Sale shall be governed by and construed in accordance with the substantive and procedural laws of the State of Wyoming.
- C. **Binding Effect.** This Agreement for Sale shall be binding upon and inure to the benefit of all the parties and their respective successors and assigns.
- D. The parties acknowledge and agree that SCSD2's obligations hereunder pertain only to the portion of Brayton Lane beginning at its northern end connecting to Wyoming State Highway 335 to the point where the bridge on Brayton Lane crosses Big Goose Creek. SCSD2 shall have no obligations with respect to the repair or maintenance of the bridge.

DATED this 10 of February, 2023.

**Community Impact, Inc., a Wyoming corporation**

By: \_\_\_\_\_

Jenny Craft, Manager

**Sheridan County School District No. 2, State of Wyoming**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Scott Stalks  
Superintendent SCSD2

STATE OF WYOMING )  
 :SS  
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of February, 2023, by **Jenny Craft, Manager of Community Impact, Inc.**

WITNESS my hand and official seal.

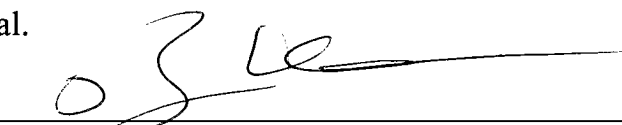
  
\_\_\_\_\_  
Notarial Officer

My Commission expires: 5-13-24

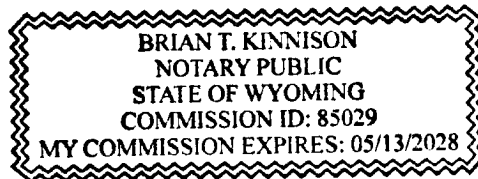
STATE OF WYOMING )  
 :SS  
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of February, 2023, by Scott Skelley, as Superintendent of **Sheridan County School District No. 2.**

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Notarial Officer

My Commission expires: 5-13-24



**EXHIBIT A**

**Parcel One**

A PARCEL OF LAND SITUATED IN THE SE1/4SE1/4 OF SECTION 31, TOWNSHIP 56 NORTH, RANGE 84 WEST, AND THE NE1/4NE1/4 OF SECTION 6, TOWNSHIP 55 NORTH, RANGE 84 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SHERIDAN COUNTY, WYOMING AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 6, MONUMENTED BY AN ALUMINUM CAP PLS 6594; THENCE S87°51'36"W A DISTANCE OF 87.72 FEET TO A 5/8" REBAR, ALSO BEING THE POINT OF BEGINNING OF SAID PARCEL; THENCE N70°02'17"W A DISTANCE OF 82.11 FEET TO A POINT; THENCE N54°00'39"W A DISTANCE OF 86.90 FEET TO A POINT; THENCE N87°57'28"W A DISTANCE OF 100.76 FEET TO A POINT; THENCE S77°08'50"W A DISTANCE OF 61.45 FEET TO A POINT; THENCE S54°35'55"W A DISTANCE OF 87.21 FEET TO A POINT; THENCE S75°09'41"W A DISTANCE OF 83.99 FEET TO A POINT; THENCE S51°52'59"W A DISTANCE OF 73.16 FEET TO A POINT; THENCE N03°51'58"W A DISTANCE OF 186.84 FEET TO AN ALUMINUM CAP LS 17907; THENCE N86°08'02"E A DISTANCE OF 520.00 FEET TO AN ALUMINUM CAP LS 17907; THENCE S03°51'58"E A DISTANCE OF 173.70 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.41 ACRES, MORE OR LESS.

**Parcel Two**

LOT E-1 OF THE BRAYTON MINOR SUBDIVISION BEING THE AMENDED PLAT OF LOT E OF THE GUY WOOD RANCH SUBDIVISION, SHERIDAN COUNTY, WYOMING.

**NO. 2023-784003 AGREEMENT - LEGAL**

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK  
WILCOX AGENCY  
SHERIDAN WY 82801