

## Outlaw Drive Maintenance Agreement

This Agreement is made as of 8-19, 2025 by the property owners herein below and their successors and assigns with respect to real estate located in Sheridan County, Wyoming.

1. Property. This Agreement shall apply to the real property (all "Lots") within Outlaw Commercial Park Subdivision held by the current and future Owners using Outlaw Drive (the "Road") in Sheridan County, Wyoming for access to their respective properties.
2. Owner. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot who has signed this Agreement, and the heirs, successors, assigns and personal representatives of said Owners, but, notwithstanding any applicable theory of mortgage law, shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title by foreclosure or any proceeding in lieu of foreclosure.
3. Road. The purpose of this Agreement is to provide for the maintenance and upkeep of the entire length of the Road as is shown as the "Outlaw Drive" on the recorded subdivision plat of Outlaw Commercial Park Subdivision, in the Sheridan County Clerk's Office, which services the Lots for the use and benefit of all Owners, and shall be binding upon all Owners. All maintenance and upkeep shall be performed in a manner that, at a minimum, maintains the original design as approved by Sheridan County for Outlaw Commercial Park Subdivision.
4. Obligation. Every Owner shall participate and be bound to the provisions of this agreement. When more than one person or entity holds an interest in any Lot, all such persons or entities shall also be so obligated. A person or entity who holds a fee or undivided fee interest merely as a financial obligation, however, shall not be bound. Each Lot shall represent one (1) indivisible vote. In no event, however, shall the rights for a Lot be divided, nor shall more than one (1) vote be cast with respect to any one Lot.
5. Expenses. Each Owner shall pay a sum equal to the Road maintenance and upkeep expenses multiplied by a fraction of which the numerator shall be the number of Lots owned by the Owner and the denominator shall be the total number of all the Lots. Road maintenance and upkeep shall be limited to that required to remove snow, to repair and prevent erosion, and to repair ordinary wear to the surface of the Road unless otherwise agreed by all Owners, and the cost of enforcing any provision of this Agreement. All maintenance and upkeep including snow removal will be by competitive bid unless a non-competitive price is accepted by all of the Owners.
6. Lien. Each Owner, by signing this Agreement, does covenant and agree to pay, within sixty (60) days after the date of receipt of Expenses, all costs incurred pursuant to this agreement. Each assessment, together with costs of collection, shall be a lien and charge upon the Lot against which each such assessment is made which lien shall continue until the assessment is paid and shall be the personal obligation of the Owner. The personal obligation of the Owner to pay such assessments, however, shall remain the personal obligation of the person who was the Owner when the assessment was first due and shall not pass to successors in title unless expressly assumed by such successors.
7. Enforcement. Any Owner may bring a civil action against any other Owner personally obligated to

pay an assessment in order to enforce payment of the delinquent assessment or to foreclose the lien against the Lot, and there shall be added to the amount of such assessment due all costs of collection. In the event a judgment is obtained, such judgment shall include interest on the assessment, together with all attorney's fees and expenses and costs of the action.

8. Subordination. The lien of the assessments provided for shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the Lots. Such subordination, however, shall apply only to the assessments which have become due and payable prior to a sale or transfer of a Lot pursuant to any allowable method of foreclosure, or any other proceeding in lieu of foreclosure. Sale or transfer shall not discharge the lien of any assessment thereafter becoming due after the date of any such sale or transfer. The lien of the assessments also shall be subordinate to all utility easements which may be placed upon any Lot.
9. Severability. Invalidation of any one provision of this Agreement by competent authority shall in no way affect any other provision, which shall remain in full force and effect.
10. Amendment. This Agreement may be amended by a written instrument executed in recordable form and signed by all of the Owners.

IN WITNESS WHEREOF, the undersigned have executed the Agreement as of the date first above written:

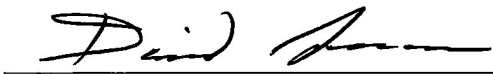
WITNESS

Lot 1

  
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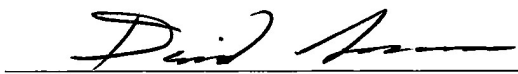
Owner(s)

Lot 2

  
\_\_\_\_\_

Owner(s)

Lot 3

  
\_\_\_\_\_

Owner(s)



2025-802576 10/7/2025 10:15 AM PAGE: 3 OF 3

FEES: \$18.00 PK AGREEMENT - LEGAL  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

Lot 4

David Sorenson

Owner(s)

Lot 5

David Sorenson

Owner(s)

Lot 6

David Sorenson

Owner(s)

Lot 7

David Sorenson

Owner(s)

STATE OF WYOMING  
COUNTY OF Sheridan, SS.

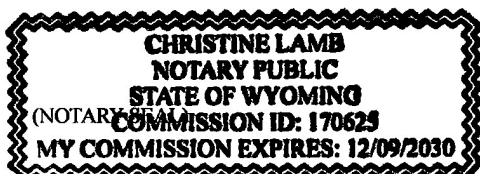
The foregoing Road Maintenance Agreement was acknowledged before me on August 19, 2025 by David Sorenson

Witness my hand and official seal

Signature: Christine Lamb

Print Name: Christine SLamb

Notary Public of Wyoming  
My Commission Expires: 12-09-2030



**NO. 2025-802576 AGREEMENT - LEGAL**

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK  
RANDALL ENGINEERING SURVEYS 722 MONTE VISA  
SHERIDAN WY 82801