

ROAD MAINTENANCE AGREEMENT

THIS AGREEMENT is made as of the _____ day of _____, 20____, by the property owners ("Owners") identified on Appendix "A", which is attached hereto and incorporated herein by reference and their successors and assigns with respect to real estate located in the (insert name of city/town), Fremont County, Wyoming.

1. Property. This Agreement shall apply to the real property (the Legal Descriptions as Exhibit "B") held by the Owners identified in Appendix "A", in (insert name of city/town), Fremont County, Wyoming.

2. Owner. Owner shall mean and refer to the record owner(s), 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 or 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 Road which services the Legal Descriptions for the use and benefit of all Owners, and shall be binding upon all Owners.

4. Expenses. Only the parties who actively and continually use the road shall maintain and repair the road. All parties who actively and continuously use the road shall share equally in the expenses for normal road maintenance and upkeep. No Expense shall be incurred by any party without unanimous consent of all other parties hereto. Such consent shall be in writing, signed by all parties, with a copy delivered to each party. 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 a unanimous vote of all Owners.

5. Payment. The cost for agreed maintenance and upkeep shall be borne and shared equally by the owners of the parcels who actively and continuously access therefrom. In the consent to repair, the parties shall designate a party to be the agent for contracting or undertaking the agreed repair/upkeep or maintenance and to collect each party's share of the cost thereof.

6. Damage. It is also understood and agreed that if the Owner of a parcel having access over this easement damages or disturbs the surface of the roadway over this easement, (other than normal automobile and service ingress and egress). Then he/she shall be responsible to immediately restore the road surface to as nearly as possible the condition in which it existed prior to being disturbed.

7. Lien. Each Owner who actively and continuously use the road, by signing this Agreement, does covenant and agree to pay to the designated party, within sixty (60) days after the date of notice of an assessment. Unpaid costs or unrepaired damage will be a lien on the land. In the event a

party does not pay his or hers pro rata share on costs within sixty (60) days after it is requested or a party responsible for damage to the roadway does not immediately correct the damage, then the remaining parties shall be entitled to claim a lien against the non-paying or non-performing party's parcel of property, and to bring suit for such costs incurred thereby. Said lien shall be foreclosable as a mortgage pursuant to the laws of the State of Wyoming.

8. 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.

9. Amendment. This Agreement may be amended by a written instrument executed in recordable form and signed by all Owners.

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

WITNESS:

(insert name of property owners)

ALL SIGNATURES MUST BE NOTARIZED

STATE OF WYOMING)
)
COUNTY OF FREMONT)

On this _____ day of _____, 20____, before me, a notary public in and for said State, personally appeared _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS THEREOF, I have hereunto set my hand and affixed by Notarial Seal of the day and year in this certificate first above written.

Notary Public
Commission Expires: _____