

BOARDMAN RANCH RESTORATION AGREEMENT

Campbell County School District No. 1 ("CCSD"), a Wyoming School District, entered into a Lease with J. D. White and Jeanne White, husband and wife ("White"), dated July 30, 1971, as extended ("Lease"). Boardman Ranch Company, LLC, a Wyoming limited liability company ("Boardman") is the successor in interest to the Lease premises. CCSD and Boardman shall be referred to collectively as the parties.

Upon expiration of the Lease, CCSD was to remove improvements or fixtures and cause the debris to be removed from the premises.

This *Boardman Ranch Restoration Agreement* is entered into between CCSD and Boardman to document the agreements between the parties as to the restoration of the Lease premises. The parties agree that the promises and covenants set forth herein shall constitute good and sufficient consideration for this Agreement.

Now, therefore, the parties agree as follows:

1. CCSD agrees to remove all buildings, structures, and constructed improvements from the Lease premises ("Site") in accordance with the attached Arete "Existing School Demolition Plan" and return the Site to its original condition and contour. All reclamation shall be completed in accordance with all applicable federal, state, and local laws and regulations.
2. CCSD agrees to remove the known septic system which was used by it during the Lease as part of the restoration work. CCSD is not aware of any additional septic system.
3. All disturbance areas shall be graded to natural contours covered with topsoil and seeded with a native grass seed mix appropriate for the region.
4. CCSD is aware of no soil contaminants and represents that there are no known soil contaminants present on the Site as a result of CCSD's operations.
5. CCSD shall replace the fencing along the north side of the former school site with fencing similar to the existing fence it will tie into.
6. Upon final completion of restoration pursuant to Section 8, and not before, CCSD shall assign, convey, and transfer to Boardman the well house and associated equipment located within the well house located on the well registered with the Wyoming Engineer's Office as Permit P179247.0W and adjudicated as UW06991 located in the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 14 in Township 56 North, Range 71 West. Until such acceptance, CCSD shall retain ownership and control of the well house and equipment. Upon transfer, Boardman accepts the well house and equipment in AS-IS, WHERE-IS condition, with no warranties or representations of any kind, and thereafter shall be solely responsible for all operations, maintenance, compliance, and liabilities associated therewith. CCSD shall cooperate with executing documentation reasonably necessary to transfer the rights described herein. Following transfer of these assets to Boardman,

Boardman shall be responsible for maintenance and compliance regarding the water well and equipment.

7. CCSD previously granted to Boardman a waterline easement, recorded on January 11, 2024, as Document 2024-00202 in the Campbell County Clerk's Office. Boardman owns this waterline infrastructure and shall be solely responsible for any maintenance of the waterline infrastructure associated with this easement.

8. Upon final completion of restoration, CCSD shall provide written notice to Boardman that the Site is ready for inspection. Boardman shall have ten (10) calendar days after receipt of such notice to inspect the Site and provide written notice specifically identifying any deficiencies that fail to conform with the requirements of the Lease or this Agreement. Failure to provide written notice within such ten (10) day period shall constitute conclusive and irrevocable acceptance of the restoration. Time is of the essence. CCSD shall correct properly identified deficiencies within a reasonable time. Acceptance shall not be unreasonably withheld, conditioned, or delayed. Upon acceptance, whether express or deemed, CCSD shall have no further restoration obligations under the Lease or this Agreement, and the Well House transfer described in Section 6 shall occur.

9. Boardman agrees to indemnify, defend, and hold harmless CCSD from and against any claims, damages, liabilities, costs, and expenses arising from Boardman's use of the water well and equipment after the date of this Agreement.

10. Except as specifically set forth herein, Boardman hereby releases and forever discharges CCSD from any and all claims, demands, and causes of action relating to the condition of the Site following reclamation, the water well and associated equipment, and any future obligations pertaining to the Lease, the Site, or the water well.

11. This Agreement constitutes the entire agreement between the parties and may only be amended in writing signed by both parties.

12. This Agreement shall be governed by Wyoming law and shall be binding upon and inure to the benefit of the parties and their respective heirs, successors and assigns.

Agreed to effective as the date of the last signature.

BOARDMAN RANCH COMPANY, LLC

**CAMPBELL COUNTY SCHOOL
DISTRICT NO. 1**

By:
Its:

Date

By:
Its:

Date