

## RIGHT OF ENTRY AND ACCESS AGREEMENT

**THIS RIGHT OF ENTRY AND ACCESS AGREEMENT** (herein called this “Agreement”) is made and entered into as of this \_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_ (herein called “Grantor”), and **Lincoln County School District No. 2** (herein called “Grantee”).

### WITNESSETH:

**WHEREAS**, Grantor is the owner of the real property more particularly described on **Exhibit A**, attached hereto and incorporated herein by reference (herein called the “Property”);

**WHEREAS**, Grantee has requested the right of entry upon and access to the Property for the purpose of a school district bus stop, specifically to pick up and unload students enrolled in Lincoln County School District No. 2 schools.

**WHEREAS**, Grantor has agreed to grant to Grantee, and Grantee has agreed to accept from Grantor, a non-exclusive, revocable license to enter upon the Property for the purposes of using the property for a school district bus stop to pick up and unload students enrolled in Lincoln County School District No. 2 for daily instructional bus routes/stops.

**WHEREAS**, Grantor and Grantee state and agree that the Grantee is a government entity which is the subject of governmental immunity and that claims against Lincoln County School District No. 2 are subject to the provisions of the Wyoming Governmental Claims Act. Additionally, the parties agree and state that nothing in this agreement shall void or modify Lincoln County School District No. 2’s immunity and/or the requirements of the Wyoming Governmental Claims Act.

**WHEREAS**, Grantor and Grantee desire to execute and enter into this Agreement for the purpose of setting forth their agreement with respect to the bus stop activities upon Grantor’s Property.

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee do hereby covenant and agree as follows:

1. Access by Grantee.

(a) Subject to Grantee’s compliance with the terms and provisions of this Agreement, until the earlier to occur of (i) \_\_\_\_\_; or (ii) the earlier termination of this Agreement, Grantee and Grantee’s agents, employees, contractors, representatives and other designees (herein collectively called “Grantee’s Designees”) shall have the right to enter upon the Property for the purpose of picking up and dropping off students that are enrolled in Lincoln County School District No. 2 and other school bus activities.

(b) Grantor expressly agrees as follows:

i. No personal property of any nature including but not limited to vehicles and/or equipment shall be stored on the real property described in Exhibit A.

ii. Agrees that they will provide snow removal on the real property described in Exhibit A any time there is more than two inches of accumulation of snow and have the removal completed thirty minutes prior to any scheduled bus stop on the real property described in Exhibit A.

iii. The real property described in Exhibit A will consist of at least thirty (30) by fifty (50) feet to allow a three-point turnaround by a Lincoln County School District No. 2 bus or if the real property described in Exhibit A shall be used as a turnaround (cul-de-sac) it shall be at least sixty (60) feet in radius.

- Grantor agrees to the thirty (30) by fifty (50) foot three-point turnaround \_\_\_\_\_ (please initial)

**OR**

- Grantor agrees to the sixty (60) foot cul-de-sac turnaround \_\_\_\_\_ (please initial)

iv. The real property as described in Exhibit A shall be free from debris and maintained in a level and reasonable condition. Specifically, but not limited to a smooth surface preventing the accumulation of mud and which would allow the bus driver to turn the bus around on the real property described in Exhibit A without concern for becoming stuck or damaging the bus.

v. That the snow removal and prohibition to vehicle and equipment storage will apply only during the school days of the scheduled school year for students enrolled in Lincoln County School District No. 2.

## 2. Liability and Indemnification.

(a) Grantor expressly agrees that it shall indemnify, defend and hold Grantee harmless from and against any and all claims, liabilities, damages, losses, costs and expenses of any kind or nature whatsoever, (including, without limitation, attorney fees, expenses and court costs) suffered, incurred or distained by Grantor as a result of, by reason of, or in connection with the use of the real property described in Exhibit A for the purposes of a school bus stop.

3. Successors. To the extent any rights or obligations under this Agreement remain in effect, this Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

4. Limitations. Grantor does not hereby convey to Grantee any right, title or interest in or to the Property, but merely grants the specific rights and privileges herein above set forth.

5. No Recording of Agreement or Memorandum of Agreement. In no event shall this Agreement or any memorandum hereof be recorded, and any such recordation or attempted recordation shall constitute a breach of this Agreement by the party responsible for such recordation or attempted recordation.

6. Notices. All notices, demands and other communications shall be given in writing and shall be delivered by certified mail, postage prepaid, and return receipt requested, or by personal delivery to Lincoln County School District No. 2 District Office. Notices shall be considered given upon the earlier of (a) personal delivery or (b) two (2) business days following deposit in the United States mail, postage prepaid, certified or registered, return receipt requested. Notices shall be addressed as provided below for the respective party; provided that if any party gives notice in writing of a change of name or address, notices to such party shall thereafter be given as demanded in that notice:

Grantor:                      Name: \_\_\_\_\_  
   Address: \_\_\_\_\_  
   \_\_\_\_\_  
   Phone: \_\_\_\_\_  
   Email: \_\_\_\_\_

Grantee:                      Lincoln County School District No. 2  
   360 Jefferson Street  
   Afton, WY 83110

Attn: School District Superintendent

7. Termination of this Agreement.

(a) Lincoln County School District No. 2 has the right to terminate this Agreement immediately in the event any of the terms of this Agreement are breached by the Grantor. Additionally, Lincoln County School District No. 2 has the right to immediately terminate this Agreement if it deems any condition on the real property described in Exhibit A to be unsafe and/or unfit for the purposes of a school bus stop.

(b) Both parties have the right to terminate this agreement by giving thirty-day (30) notice in writing to the other party at the addresses set forth within this Agreement and subject to the mailing conditions set forth in this agreement.

8. Term of this Agreement. This Agreement shall be in force from December 11, 2023 to June 15, 2024.

9. Entire Agreement. This Agreement, together with all exhibits hereto, integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof.

10. Severability. The provisions of this Agreement are severable, and, if any one or more provisions may be determined to be judicially unenforceable, in whole or in part, the remaining provisions, and any partially unenforceable provision, to the extent enforceable, in any jurisdiction, shall nevertheless be binding and enforceable if and to the extent that the economic and legal substance of the transactions contemplated is not materially adversely affected in any matter as to any party and shall be construed and enforced so as to effectuate the intent of the entire Agreement, including the wholly or partially unenforceable provision, to the maximum extent legally permissible.

11. Amendments. Any amendments to this Agreement shall be effective only when duly executed by Grantor and Grantee.

12. Attorneys' Fees. In the event that suit is brought for the enforcement of this Agreement or as the result of any alleged breach thereof, or any other court action occurs arising out of this Agreement, the prevailing party or parties in such suit shall be entitled to recover their reasonable attorneys' fees, costs, and expenses from the losing party or parties, and any judgment or decree rendered in such proceedings shall include an award thereof.

13. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of Grantor and Grantee and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming (without giving effect to the laws of such state in relation to choice of laws).

15. Assignment of Agreement. Neither Grantor nor Grantee may assign or transfer their respective rights or obligations under this Agreement without first obtaining the prior written consent of the other, which consent may be granted or withheld in the sole and absolute discretion of the applicable party.

16. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

17. No Modification of Governmental Immunity. Parties to this Agreement understand and agree that Lincoln County School District No. 2 is a Wyoming governmental entity organized under the laws of the State of Wyoming. Lincoln County School District No. 2 enjoys governmental immunity pursuant to the Constitution of the United States of America and the state of Wyoming. Any claim against Lincoln County School District No. 2 is subject to the protections of governmental immunity and/or the requirements of the Wyoming Governmental Claims Act. Nothing in this Agreement shall or is intended to void or modify the immunity protections that Lincoln County School District No. 2 enjoys as a governmental entity and/or any of the conditions precedent and/or requirements of the Wyoming Governmental Claims Act.

18. Authority to Enter into this Agreement. The undersigned parties hereby agree and state that they are authorized and have authority to enter into this Agreement. Specifically, the undersigned Grantor agrees and states that he/she is lawfully authorized to enter into this Agreement for the use of the real property described in Exhibit A.

**IN WITNESS WHEREOF**, Grantor and Grantee have caused this Agreement to be executed and sealed, all the day and year first written above.

**GRANTOR:**

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

Name: \_\_\_\_\_

Date Executed: \_\_\_\_\_

**GRANTEE:**

Lincoln County School District No. 2

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

Name: \_\_\_\_\_

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

Date Executed: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Meghann Kleeman, Secretary

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

**THE LAND REFERRED TO HEREIN AS THE “LAND” IS SITUATED IN THE STATE OF WYOMING, COUNTY OF LINCOLN, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**Map: See attached Map**

Exhibit A  
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