

2021-773386 10/20/2021 2:25 PM PAGE: 1 OF 3 FEES: \$18.00 DO EASEMENT EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

AGRICULTURAL ACCESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, GRANTOR, has and by these presence does hereby grant and convey unto GRANTEE, as listed below, his heirs, executors, administrators, assigns and successors in interest, an easement and right-of-way twenty four (24) feet in width across the following described land owned by GRANTOR and situate in Sheridan County, Wyoming to-wit:

Real property known as 678 Dow Prong Road in Wyarno, Wyoming, further described as:

Township 55 North, Range 82 West, 6th P.M., Section 32: W1/2NW1/4SW1/4NE1/4 (5 acres +/-); NW1/4NE1/4 (40 acres +/-): "Except" E1/2SE1/4NW1/4 (5 acres +/-) and also "Except" SE1/4NE1/4NW1/4NE1/4 (2.5 acres +/-) Total Being 37.5 acres +/-.

1. <u>Servient Estate</u>: The easement shall be for the benefit of Grantee to access the following 240-acre parcel more specifically described as:

Township 55 North, Range 82 West, Section 29: All SESW; All SWSE; Section 32: All NENW; All SENW, All NESW; All SESW

2. Easement Location: The easement shall follow the path as identified in the Map of Easement attached hereto and incorporated herein, generally described as follows:

The easement shall begin on the common access driveway entering the Grantor's property on the northeast corner, traveling westward approximately 40 yards. The easement shall split at that point, with the North easement turning directly north, and egressing Grantor's property to the north. The South easement shall turn south/southwest at the same junction, travelling through the Grantor's hay pasture southwestward, and egressing Grantor's property on the west boundary.

Minor Deviations: All parties acknowledge that the existing easement may geographically deviate over time from the actual legal descriptions herein, and that certain inanimate objects (corners of structures, fence posts, trees, etc.) may exist within the boundaries of the legal-described easement that do not interfere with the customary use of the actual easement. As such, all parties by their signature hereto acknowledge that such inanimate objects shall not be deemed obstructive to the easement, nor shall any party be required to remove such objects so long as they do not interfere with the customary use of easement.

- 3. Obligation to Maintain: Grantee shall, at its own expense, maintain said easement to satisfy its use herein.
- 4. Permitted Use/Purpose of Easement: The Grantee shall be permitted the easement for the specific purposes of historical and customary agricultural access primarily to access the hay yard to deposit/retrieve hay, to traverse agricultural equipment to and from the affected lands, and to tend to livestock occupying the affected lands.



IN WITNESS WHEREOF, ALL PARTIES have executed this Agricultural Access Easement as of the date signed below.

Nicole Gorzalka, Grantor 10-5-21 Date
Allen Gorzalka, Grantee Date
STATE OF WYOMING) ss County of Sheridan)
The Roregoing instrument was acknowledged before me by Nicole Gorzalka this day of 2021.
WITNESS my hand and official seal.
Notary Public County of State of Sheridan My Commission Expires: My Commission Expires My Commission My Com
STATE OF WYOMING)
County of Sheridan)
The foregoing instrument was acknowledged before me by Allen Gorzalka this 54 day of 2021. WITNESS my hand and official seal.
Notary Public
My Commission Expires: Sponna B. Kinnaird NOTARY PUBLIC

