

## ROAD ACCESS EASEMENT

For valuable consideration, receipt of which is hereby acknowledged, **Sunrise Ranch, Inc.**, a Wyoming corporation, of Sheridan County, Wyoming (referred to herein as Grantor) does hereby convey and grant to **Gwendolyn D. Osgard**, a married woman as her sole and separate property, of San Diego County, California, and her successors and assigns (referred to herein as Grantee), whose address is 9235 Allano Way, Santee, California 92071, a thirty foot (30') perpetual non-exclusive easement over and across that portion of the following described lands owned by Grantor in Sheridan County, Wyoming:

See legal description contained in Exhibit A, attached hereto and by reference incorporated herein.

Grantor grants to Grantee and to Grantee's agents, tenants and invitees, the right to use the above-described easement as a means of ingress and egress to the lands of Grantee, which are described as follows:

See legal description contained in Exhibit B, attached hereto and by reference incorporated herein.

This easement is non-exclusive and shall not preclude Grantor from using the easement area or the access road, or from granting the right to other persons and parties to use the easement area or the access road. Grantee shall have the right to improve and maintain the easement as may be necessary. Provided, however, any installation by Grantee of a cattle guard, gate, or other access through a fence on or bordering the easement must first be approved in writing by Grantor, which approval shall not be unreasonably withheld. Grantor shall have no obligation to maintain the easement. Notwithstanding the foregoing, after Grantee has improved the easement and begins the use thereof, the parties shall share in the maintenance and improvement of the easement as they mutually agree considering the relative usage thereof by each party. Any portion of the easement that is used exclusively by either party shall be that party's responsibility to maintain.

Grantee shall use the easement at Grantee's own risk. Grantee shall have the right to use all improvements on the easement area and the access roads.

This easement and right-of-way shall be perpetual and shall be binding upon and inure to the benefit of the parties, their successors and assigns. This easement shall run with the above-described lands owned by Grantee and shall be appurtenant to Grantee's lands.

Dated this 27th day of May, 2010.

Grantor:  
**Sunrise Ranch, Inc.**, a Wyoming Corporation

By: Mike R. Groshart  
Mike R. Groshart  
Vice-President

STATE OF WYOMING                    )  
  ) ss.  
COUNTY OF SHERIDAN            )

The foregoing instrument was signed, sworn to and acknowledged before me this 27th day of May, 2010, by **Mike R. Groshart**, as Vice-President of **Sunrise Ranch, Inc.**, a Wyoming corporation, and he acknowledged that he did so on behalf of, and as the free act and deed of, **Sunrise Ranch, Inc.**, a Wyoming corporation.

Witness my hand and official seal.

Syrenda M. Hepp  
Notary Public

My commission expires: June 29, 2011



**Exhibit A  
To Road Access Easement**

**GRANTOR:** Sunrise Ranch, Inc., a Wyoming corporation, of Sheridan, Wyoming,

**GRANTEE:** Gwendolyn D. Osgard, a married woman as her sole and separate property

**LEGAL DESCRIPTION OF ROAD ACCESS EASEMENT:**

An access easement being thirty (30) feet wide, fifteen (15) feet each side of a centerline lying in the NW¼SE¼ of Section 23, Township 57 North, Range 86 West, 6<sup>th</sup> P.M., Sheridan County, Wyoming; said centerline of an existing access road being more particularly described as follows:

Commencing at the east quarter corner of said Section 23 (Monumented with a Brass Cap per PLS 102); thence S85°06'30"W, 1339.98 feet to the **POINT OF BEGINNING** of said easement, said point lying on the southerly right-of-way line of U.S. Highway No. 14; thence S10°17'10"E, 32.37 feet along said centerline to a point; thence S06°17'33"E, 58.89 feet along said centerline to a point; thence S85°18'28"E, 19.90 feet along said centerline to the **POINT OF TERMINUS** of said easement, said point lying on the east line of said NW¼SE¼, and being S81°00'16"W, 1319.25 feet from said east quarter corner of Section 23.

Bearings are based on the Wyoming Coordinate System, NAD 1983, East Central Zone.

**Exhibit B  
To Road Access Easement**

**GRANTOR:** Sunrise Ranch, Inc., a Wyoming corporation.

**GRANTEE:** Gwendolyn D. Osgard, a married woman as her sole and separate property.

**LEGAL DESCRIPTION OF LANDS OWNED BY GRANTEE:**

The NE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 26, and the E $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 23, Township 57 North, Range 86 West of the 6th P.M., Sheridan County, Wyoming, EXCEPT a tract of land described as follows:

Beginning at the East Quarter Corner of Section 23, Township 57 North, Range 86 West, 6th P.M., Sheridan County, Wyoming, thence S.0°28'E., 353.79 feet; thence N.88°52'50"W., 147.59 feet; thence S.12°10'W., 217.02 feet; thence N.85°21'25"W., 411.73 feet; thence N.44°25'10"W., 655.85 feet; thence N.84°24'E., 246.75 feet; thence N.89°50'E., 357.5 feet; thence N.21°03'30"E., 36.8 feet; thence N.89°46'30"E., 444.05 feet to the point of beginning.

Comprising approximately 110.4 acres, more or less, together with all improvements situate thereon, all appurtenances and all water rights and ditch rights thereunto belonging.

**SUBJECT TO** all reservations, covenants, restrictions, easements and rights-of-way, of record.