EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

EASEMENT AGREEMENT

RECITALS

WHEREAS, Grantor owns the following described land located in Sheridan County, Wyoming, as described on the attached **Exhibit "A"** ("Grantors' Property");

WHEREAS, Grantee owns the following described land located in Sheridan County, Wyoming, as described on the attached **Exhibit "B"** ("Grantee's Property" or "Dominant Estate");

WHEREAS, Grantee desires to obtain from Grantor an easement across a certain portion of the Grantor's Property for ingress and egress to and from Grantee's Property; and.

WHEREAS, Grantor has the power to grant to Grantee a non-exclusive easement across the Grantor's Property for ingress and egress to and from Grantee's Property, subject to specific terms, purposes and limitations contained herein.

AGREEMENT

NOW, THEREFOR, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration paid to Grantor by Grantee, the sufficiency and receipt of which is hereby acknowledged by Grantor, and the Recitals, mutual promises, and terms and conditions contained herein, the parties agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee, and its permitted successors and assigns, a non-exclusive easement ("Easement") over, upon, through and across a portion of Grantor's Property as shown in the map on Exhibit "C" attached hereto and described on the attached Exhibit "D" (the "Easement Premises" or "Servient Estate").

The Easement is subject to all restrictions, reservations, covenants, encumbrances, and other easements of record. Grantor makes no warranties with respect to the Easement Premises.

- 2. <u>Purpose.</u> The purpose of the Easement is for use by Grantee, its permitted successors and assigns, of a private road to pass and repass along the Easement Premises for vehicular ingress and egress to and from Passaic County Road to Grantee's Property. No public access or quasi-public access is allowed by this Easement, and the Easement shall remain a private road.
- 3. <u>APPURTENANT EASEMENT.</u> Grantor and Grantee intend that the Easement is appurtenant to the land, and runs with the land, subject to the restrictions herein including the restrictions on assignment by Grantee.
- 4. TERM. The term of the Easement is for so long as the Easement is necessary, but subject to the covenants, conditions and restrictions contained herein. Upon termination or abandonment of the Easement, Grantee shall deliver to Grantor a recordable instrument evidencing that the Servient Estate is free and clear of the burdens of the Easement and that the Easement is free and clear of all liens, encumbrances, clouds upon or defects in title to the Easement created or permitted to be created by Grantee.
- **5. RESERVATION.** All rights not specifically granted herein by Grantor to Grantee are reserved to Grantor. Grantor reserves the right to use the Easement Premises for any purpose that does not materially interfere with Grantee's use of the Easement Premises, and to create and grant such other easements, rights and privileges in, on, under or across the Easement Premises to such persons and for such purposes as Grantor may elect in Grantor's sole discretion.



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6. <u>COVENANTS, CONDITIONS & RESTRICTIONS.</u> As further consideration for the grant of the Easement, Grantee agrees to the following covenants, conditions, and restrictions:

- **a.** Reasonable Use. Grantee agrees to use the Easement Premises, in all events, in a reasonable and prudent manner.
- **b.** Quiet Enjoyment. Grantee agrees to use the Easement Premises in a manner that does not interfere with Grantor's use of the Easement Premises, Grantor's privacy, Grantor's operations on Grantor's property, or Grantor's quiet enjoyment of Grantor's Property.
- c. <u>Speed Limit.</u> Grantee shall limit the speed of its vehicular traffic using the Easement Premises to a maximum of twenty miles per hour (20 MPH).
- **d.** Parking. Grantee shall not park or store, or allow anyone to park or store, any vehicles or equipment on the Easement Premises without Grantor's prior written consent.
- **e.** <u>Use.</u> Use of the Easement Premises shall be limited to providing vehicular access to Grantee's Property from and to Passaic County Road. Grantee shall not use the Easement Premises for storage, dumping, joy riding (whether in automobiles, off road vehicles/ATVs, snow machines, or other similar motorized vehicles) or other recreational uses (such as hiking, horseback riding, hunting, shooting, and etc.), or for access to or from any other lands.
- **f.** <u>Insurance.</u> Grantee shall maintain liability insurance on all of Grantee's vehicles (of any kind) which enter upon the Easement Premises.
- g. <u>Damage to Property.</u> Grantee shall not drive or tow any vehicle or equipment across the Easement Premises in such a way as to cause damage to, or in any other manner cause damage to, the Easement Premises or surrounding property. In the event that damage occurs to Grantor's Property, any personal property, or any person as a result of Grantee's use of the Easement Premises, Grantee shall bear financial responsibility for any damages and repairs.
- h. Maintenance and Improvements. Grantors shall have no obligation to maintain the road or Easement Premises. Grantee shall have the obligation to and agrees to contribute and pay any and all costs reasonably incurred, by any person or entity, which are necessary to maintain the Easement Premises (including but not limited to the roadway, storm water drainage, culverts, cattle guards, and gates). Grantee shall not conduct any maintenance or improvements to the Easement Premises without first consulting with Grantor and obtaining written permission of Grantor, which shall not be unreasonably withheld, conditioned or delayed, and all maintenance or improvements shall be limited to maintaining the roadway in a manner substantially similar to its current size and type of roadway.
- i. <u>Gates and Cattle Guards.</u> Grantor reserves the right to secure the private roadway and Easement Premises with locked gates and/or cattle guards that will enable Grantor, their successors and assigns, to deter unauthorized traffic, control livestock, and protect Grantor's Property and the private roadway. Grantee may not enclose the Easement Premises without Grantor's prior written consent. In the event Grantor locks any gates across the private roadway and Easement Premises, Grantee shall be provided with a key to the lock or allowed other means with which to access the gate, and Grantee shall close and lock the gate(s) after each use, unless otherwise directed by Grantor.
- j. <u>Location of Easement.</u> Grantor, its respective successors and assigns, reserve the right to change the location of the Easement from time to time as may become reasonably necessary for the use and/or development of Grantor's Property.
- **k.** <u>Subdivision Restriction.</u> The Easement Premises shall not be used in any way for the subdivision, of any kind or nature, of Grantee's Property.
- I. <u>Property Use Restrictions.</u> The Easement Premises shall be used only for that traffic normally associated with an owner's agricultural uses and limited recreational use. Grantee shall not use the Easement Premises for any commercial or industrial purposes (including

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but not limited, outfitting, mineral exploration, mineral development, or any kind of quarrying or mining on Grantee's Property) without Grantor's prior written consent.

- No Other Property. The Easement Premises shall be used by Grantee, its beneficiaries or agents, only for access to Grantee's Property. Upon reaching Grantee's Property using the Easement, Grantee may access all federal, state or private lands through Grantee's Property that border Grantee's Property for which Grantee has legal access.
- Guests & Invitees. Unless Grantee, its beneficiaries or agents, are present with a guest or invitee, or are physically residing at Grantee's property at the time of the guest or invitee's visit, to avoid any unnecessary concerns regarding trespass and for the protection of the parties' respective properties, Grantee agrees to notify Grantor by telephone or electronic mail as to the identity of any guest or invitee and their length of access, together with a brief description of the guest's or invitee's vehicle, that will be entering the Easement Premises prior to the guest's or invitee's use of the Easement Premises to reach Grantee's Property.
- 7. <u>Indemnification</u>. Grantee shall indemnify, defend and hold harmless Grantors from all losses. costs, liabilities, penalties, claims, damages and judgments ("Claims"), including without limitation Claims for injury to or death of persons or damage to property, arising out of, related to or resulting from the Grantee's, and its guest's or invitee's, entry upon and use of the Easement Premises, or activities or operations of Grantee on the Easement Premises.

8. Miscellaneous.

All notice and other required or permitted communications under this Agreement shall be in writing and shall be addressed respectively as follows:

If to Grantor: Frank J. Maestri, II, Trustee

MFM Maestri Legacy Trust, dated July 19, 2019 19 Valley Road, Sheridan, Wyoming 82801

If to Grantee: First Northern Bank, Successor Trustee

Attn: Ryan Fieldgrove Ford Ranch Trust

141 South Main Street, Buffalo, Wyoming, 82834

All notices shall be given (i) by registered or certified mail return receipt requested, or (ii) by overnight or other express courier service with adult signature for delivery required. Notices shall be effective and shall be deemed given on the date of the actual receipt at the principal address if received during normal business hours, and, if not received during normal business hours, on the next business day following actual receipt. Any party may change its address by written notice to the other party.

- Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties to this Agreement.
- The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties.
- Unless otherwise provided for herein, Grantor shall notify Grantee in writing of any default, and Grantee shall have thirty (30) days from the date of notification to remedy such default. If Grantee defaults under this Agreement, Grantor may take such action as they may deem appropriate, including but not limited to filing a civil action for abandonment and termination of the Easement, damages and/or specific performance, or any other actions provided by law or equity. If Grantee is in breach of or default under this Agreement and Grantor takes steps to enforce this Agreement (or declaratory action is taken to interpret this Agreement), with or without litigation, Grantor shall be entitled to recover its costs and attorney's fees. Granter shall not be liable for any loss or damage to Grantee as a result of any actions taken consistent with this provision or the enforcement of this provision.



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- **e.** Grantor's failure to enforce any condition hereunder shall not constitute a waiver of such condition, and shall in no manner whatsoever limit the future enforceability of such condition or of any other condition of this Agreement.
- f. Time is of the essence in all provisions of this Agreement.
- g. Titles of paragraphs are for reference only and shall not be used to construe the language of this Agreement.
- **h.** This Agreement is the result of good faith negotiations between the parties. Accordingly, the terms and provisions of this Agreement shall be construed in accordance with their usual and customary meanings. The parties hereby waive the application of any rule of law which otherwise might be applicable to the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the party who (or whose attorney) prepared the executed Agreement or any earlier draft of the same.
- i. This Agreement represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral, relating to the subject matter of this Easement.
- **j.** The terms, conditions, and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, permitted successors and assigns.

EXECUTED by the parties on the indicated date by a duly authorized and qualified representative of each of the parties.

GRANTOR:

MFM Maestri Legacy Tras

By: Frank J. Maeskii, II

Dated:

GRANTEE:

Ford Ranch Trust

By: Rean Fieldgrove Trust Specialist for Its: First Northern Bank, Successor Trustee

Dated: 4-9-2021



FEES: \$64.00 PK EASEMENT EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

STATE OF WYOMING COUNTY OF Shen

The foregoing Easement Agreement was acknowledged before me by Frank J. Maestri, II as Trustee of the MFM Maestri Legacy Trust, dated July 19, 2019, on this 4th day of

Aug __, 2021.

Witness my hand and official seal.

My Commission Expires on

CINDY L. NIELSEN - NOTARY PUBLIC **COUNTY OF** STATE OF SHERIDAN WYOMING My Commission Expires July 6, 2023

STATE OF WYOMING

COUNTY OF Sheridan)

The foregoing Easement Agreement was acknowledged before me by Ryan Fieldgrove, Trust Specialist for First Northern Bank, Successor Trustee of the Ford Ranch Trust on this 4th day of Kuaust _, 2021.

Witness my hand and official seal.

My Commission Expires on June P, 2

GAYLE KELLY - NOTARY PUBLIC

COUNTY OF SHERIDAN STATE OF WYOMING

My Commission Expires June 19, 2022



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EXHIBIT "A" "Grantors' Property"

Parcel One

Resurvey Township 58 North, Range 77 West, 6th P.M., Sheridan County, Wyoming

Section 21:

Section 22: Lots 5, 6, 7, 8, 9, 10, 11, 12 and 13; NE¹/₄SE¹/₄

Lots 5, 6, 7, 8, 9, 10, 11 and 12; N½S½ Section 23:

Tracts 46, 47, 48 and 49 Section 25:

Section 26: Lots 1,2 and 3; that portion of Tract 43 lying East of a line drawn between the

center of Section 22 and 27; Tracts 44 and 45;

Section 27: Lots 2 and 3; SE¼NW¼

Section 35: ALL Section 36: Tract 55

Resurvey Township 58 North, Range 76 West, 6th P.M., Sheridan County, Wyoming

Sections 31 and 32: Tracts 40, 41 42A, 42B, 43, 45, 46, 47, 48, 49, 50 and 51

Parcel Two

A Parcel of land located in and being a portion of Tract 52 and Tract 53 also located in the N1/2 of Section 32, Township 58 North, Range 76 West of the Sixth Principal Meridian, Sheridan County, Wyoming, being more particularly described by metes and bounds as follows:

Beginning at a point in the north line of said Tract 53 that is 577.22 feet east of the brass cap at the northwest corner of said Tract 53; thence along a line on the southeast side of a graveled road known as Fence Creek Road for the next 7 calls; thence \$72°16'31"W, 214.51 feet to an aluminum cap; thence \$56°59'16"W, 273.30 feet; thence \$83°14'16"W, 731.42 feet; thence S69°23'21"W, 281.76 feet; thence S38°31'17"W, 188.98 feet to an aluminum cap; thence S31°41'18"W, 364.59 feet to an aluminum cap; thence S47°22'56"W, 206.26 feet, more or less, to an aluminum cap and a point in the west line of said Tract 52 that is 360.68 feet north of the brass cap at the southwest corner of said Tract 52; thence along the west line of said Tract 52, N1°04'58"E, 960.70 feet to the brass cap at the northwest corner of said Tract 52; thence along the north line of said Tract 52, N88°47'42"E, 1325.86 feet to the brass cap at the northeast corner of said Tract 52 and the northwest corner of said Tract 53; thence along the north line of said Tract 53, N89°07'17"E, 577.22 feet, more or less, to the Point of Beginning and contains 14.36 acres, more or less, and is subject to any and all easements, rights-of-way, reservations, and other encumbrances that have been legally acquired.

Said parcel is to be combined with and added to the adjacent parcel to the north and/or west and shall not to be further conveyed as an individual parcel without Sheridan County approval.



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Exhibit "B" "Grantee's Property" or "Dominant Estate"

Township 58 North, Range 76 West, 6th P.M.

Section 20: Lots 7 & 8

Section 28: SW1/4NW1/4, NW1/4SW1/4

Section 29: Lot 1, N1/2, NE1/4SW1/4, N1/2SE1/4

Section 32: Lot 2, N½SE¼, and Tracts 52 and 53

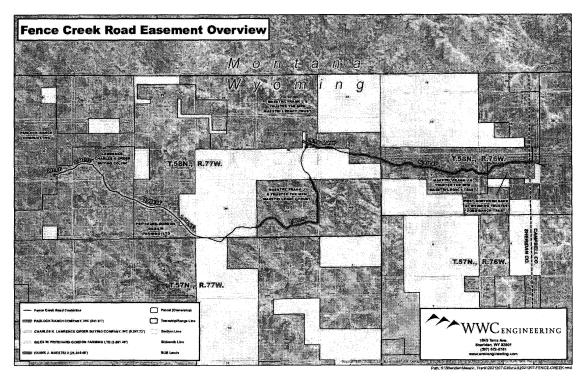
Section 33: Lots 2, 3, 4, 5, N½SW¼, NW¼SE¼, S½NW¼

And the Tract 39, exclusive of its conflict with Tract 40.

EXCEPTING THEREFROM a Parcel of land located in and being a portion of Tract 52 and Tract 53 also located in the N½ of Section 32, Township 58 North, Range 76 West of the Sixth Principal Meridian, Sheridan County, Wyoming, being more particularly described by metes and bounds as follows:

Beginning at a point in the north line of said Tract 53 that is 577.22 feet east of the brass cap at the northwest corner of said Tract 53; thence along a line on the southeast side of a graveled road known as Fence Creek Road for the next 7 calls; thence S72°16'31"W, 214.51 feet to an aluminum cap; thence S56°59'16"W, 273.30 feet; thence \$83°14'16"W, 731.42 feet; thence \$69°23'21"W, 281.76 feet; thence S38°31'17"W, 188.98 feet to an aluminum cap; thence S31°41'18"W, 364.59 feet to an aluminum cap; thence S47°22'56"W, 206.26 feet, more or less, to an aluminum cap and a point in the west line of said Tract 52 that is 360.68 feet north of the brass cap at the southwest corner of said Tract 52; thence along the west line of said Tract 52, N1°04'58"E, 960.70 feet to the brass cap at the northwest corner of said Tract 52; thence along the north line of said Tract 52, N88°47'42"E, 1325.86 feet to the brass cap at the northeast corner of said Tract 52 and the northwest corner of said Tract 53; thence along the north line of said Tract 53, N89°07'17"E, 577.22 feet, more or less, to the Point of Beginning and contains 14.36 acres, more or less, and is subject to any and all easements, rights-of-way, reservations, and other encumbrances that have been legally acquired.

Said parcel is to be combined with and added to the adjacent parcel to the north and/or west and shall not to be further conveyed as an individual parcel without Sheridan County approval.





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EXHIBIT "D" Easement Description

Four 30 foot wide strips of land being 15 foot either side of the following described centerlines and existing graveled road located in \$1/2 and \$E1/2NE1/4 Section 35, Tracts 45, 46, 47, and 49, Township 58 North, Range 77 West and Tracts 40, 43, 45, 46, 47, 49, 50, 51, 52, and 53, Township 58 North, Range 76 West of the Sixth Principal Meridian, Sheridan County, Wyoming, being more particularly described as follows:

Centerline "A" - Section 35, T.58N., R.77W.

Beginning at a point in the west line of said Section 35 that is 839.86 feet north of the southwest corner of said Section 35; thence 61.13 feet along a non-tangent curve to the left having a radius of 500.00 feet, a central angle of 07°00'20", a chord bearing of N77°00'52"E, and a chord length of 61.10 feet; thence N73°30'42"E, 45.41 feet; thence 339.56 feet along a non-tangent curve to the left having a radius of 500,00 feet, a central angle of 38°54'39", a chord bearing of N54°03'22"E, and a chord length of 333.07 feet; thence N34°36'03"E, 151.40 feet; thence 218.41 feet along a non-tangent curve to the right having a radius of 900.00 feet, a central angle of 13°54'15", a chord bearing of N41°33'10"E, and a chord length of 217.87 feet; thence N48°30'18"E, 237.82 feet; thence 314.50 feet along a non-tangent curve to the right having a radius of 500.00 feet, a central angle of 36°02'21", a chord bearing of N66°31'28"E, and a chord length of 309.34 feet; thence N84°32'39"E, 149.17 feet; thence 301.86 feet along a non-tangent curve to the right having a radius of 800.00 feet, a central angle of 21°37'08", a chord bearing of S84°38'47"E, and a chord length of 300.07 feet; thence S73°50'13"E, 28.83 feet; thence 210.34 feet along a non-tangent curve to the right having a radius of 400.00 feet, a central angle of 30°07'42", a chord bearing of S58°46'22"E, and a chord length of 207.92 feet; thence S43°42'31"E, 791.75 feet; thence \$51°42'50"E, 206.65 feet; thence \$63°12'52"E, 47.23 feet; thence 251.77 feet along a non-tangent curve to the left having a radius of 200.00 feet, a central angle of 72°07'39", a chord bearing of N80°43'18"E, and a chord length of 235.47 feet; thence N44°39'28"E, 21.53 feet; thence 423.48 feet along a non-tangent curve to the right having a radius of 600.00 feet, a central angle of 40°26'23", a chord bearing of N64°52'39"E, and a chord length of 414.75 feet; thence N85°05'51"E. 385.54 feet; thence 326.24 feet along a non-tangent curve to the left having a radius of 1000.00 feet, a central angle of 18°41'31", a chord bearing of N75°45'05"E, and a chord length of 324.79 feet; thence N66°24'19"E, 243.99 feet; thence 481.12 feet along a non-tangent curve to the right having a radius of 1500.00 feet, a central angle of 18°22'39", a chord bearing of N75°35'39"E, and a chord length of 479.06 feet; thence N84°46'58"E, 18.83 feet; thence 150.15 feet along a non-tangent curve to the right having a radius of 400.00 feet, a central angle of 21°30'26", a chord bearing of S84°27'49"E, and a chord length of 149.27 feet; thence \$76°36'03"E, 427.63 feet: thence 265.06 feet along a non-tangent curve to the left having a radius of 150.00 feet, a central angle of 101°14'48", a chord bearing of N51°07'32"E, and a chord length of 231.90 feet; thence N00°16'49"W, 1009.65 feet; thence N00°32'36"W, 490.93 feet; thence N06°56'57"W, 337.14 feet; thence 187.67 feet along a non-tangent curve to the right having a radius of 500.00 feet, a central angle of 21°30'17", a chord bearing of N03°48'12"E, and a chord length of 186.57 feet; thence N14°33'21"E, 5.56 feet; thence 144.10 feet along a non-tangent curve to the left having a radius of 500.00 feet, a central angle of 16°30'43", a chord bearing of N06°17'59"E, and a chord length of 143.60 feet; thence N01°57'23"W, 132.86 feet; thence 196.92 feet along a non-tangent curve to the left having a radius of 500.00 feet, a central angle of 22°33'56", a chord bearing of N13°14'20"W, and a chord length of 195.65 feet; thence N24°31'18"W, 35.41 feet; thence 53.69 feet along a non-tangent curve to the left having a radius of 200.00 feet, a central angle of 15°22'56", a chord bearing of N32°12'46"W, and a chord length of 53.53 feet; thence N39°54'14"W, 248.62 feet; thence 124.75 feet along a non-tangent curve to the right having a radius of 300.00 feet, a central angle of 23°49'35", a chord bearing of N27°59'27"W, and a chord length of 123.86 feet; thence N15°34'24"W, 370.75 feet; thence 177.07 feet along a nontangent curve to the left having a radius of 500.00 feet, a central angle of 20°17'26", a chord bearing of N25°43'07"W, and a chord length of 176.14 feet; thence N35°51'50"W, 273.31 feet; thence 17.36 feet along a non-tangent curve to the right having a radius of 200.00 feet, a central angle of 04°58'27", a chord bearing of N33°22'36"W, and a chord length of 17.36 feet, more or less, to a point in the north line of said Section 35 that is 655.95 feet west of the northeast corner of said Section 35.

Centerline "B" - Tract 45, T.58N., R.77W.

Beginning at a point in the south line of said Tract 45 that is 173.07 feet east of the southwest corner of said Tract 45; thence N16°35'33"E, 105.85 feet; thence 239.24 feet along a tangent curve to the right having a radius of 250.00 feet, a central angle of 54°49'44", a chord bearing of N44°00'25"E, and a chord length of 230.21 feet; thence N71°25'17"E, 22.41 feet; thence 230.28 feet along a tangent curve to the right having



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a radius of 300.00 feet, a central angle of 43°58'48", a chord bearing of S86°35'19"E, and a chord length of 224.67 feet; thence S64°35'55"E, 513.65 feet; thence 105.36 feet along a tangent curve to the left having a radius of 600.00 feet, a central angle of 10°03'41", a chord bearing of S69°37'46"E, and a chord length of 105.23 feet, more or less, to a point in the south line of said Tract 45 that is 150.78 feet west of the southeast corner of said Tract 45.

Centerline "C" - Tract 46, T.58N., R.77W.

Beginning at a point in the south line of said Tract 46 that is 576.63 feet east of the southwest corner of said Tract 46; thence N89°10'25"E, 100.82 feet; thence S89°02'35"E, 269.07 feet; thence 134.92 feet along a tangent curve to the right having a radius of 800.00 feet, a central angle of 9°39'47", a chord bearing of S84°12'41"E, and a chord length of 134.76 feet, more or less, to a point in the south line of said Tract 46 that is 1008.82 feet east of the southwest corner of said Tract 46.

Centerline "D" - Tracts 47 and 49, T.58N., R.77W. and Tracts 40, 43, 45, 46, 47, 49, 50, 51, 52, and 53, T. 58N., R.76W.

Beginning at a point in the west line of Tract 47, T.58N., R.77W. that is 907.59 feet north of the southwest corner of Tract 47, T.58N., R.77W.; thence S78°56'42"E, 421.05 feet; thence 303.37 feet along a non-tangent curve to the left having a radius of 1200.00 feet, a central angle of 14°29'05", a chord bearing of S86°11'14"E, and a chord length of 302.56 feet; thence N86°34'13"E, 169.70 feet; thence 156.51 feet along a non-tangent curve to the right having a radius of 1200.00 feet, a central angle of 07°28'22", a chord bearing of S89°41'36"E, and a chord length of 156.40 feet; thence S85°57'25"E, 33.09 feet; thence 145.54 feet along a non-tangent curve to the right having a radius of 1200.00 feet, a central angle of 06°56'56", a chord bearing of S82°28'57"E, and a chord length of 145.45 feet; thence S79°00'29"E, 270.48 feet; thence 183.71 feet along a non-tangent curve to the right having a radius of 500.00 feet, a central angle of 21°03'05", a chord bearing of S68°28'56"E, and a chord length of 182,68 feet; thence S57°57'24"E, 1.69 feet; thence 163.72 feet along a non-tangent curve to the left having a radius of 300.00 feet, a central angle of 31°16'07", a chord bearing of \$73°35'27"E, and a chord length of 161.70 feet; thence S89°13'31"E, 62.69 feet; thence 343.31 feet along a non-tangent curve to the right having a radius of 1200.00 feet, a central angle of 16°23'31", a chord bearing of S81°01'45"E, and a chord length of 342.14 feet; thence S72°50'00"E, 597.18 feet; thence 158.40 feet along a non-tangent curve to the right having a radius of 1200.00 feet, a central angle of 07°33'47", a chord bearing of \$69°03'06"E, and a chord length of 158.29 feet; thence \$65°16'13"E, 671.45 feet; thence S67°03'16"E. 155.14 feet; thence 197.48 feet along a non-tangent curve to the left having a radius of 600.00 feet, a central angle of 18°51'28", a chord bearing of S76°28'59"E, and a chord length of 196.59 feet; thence S85°54'43"E, 328.70 feet; thence 133.29 feet along a non-tangent curve to the left having a radius of 600.00 feet, a central angle of 12°43'40", a chord bearing of N87°43'27"E, and a chord length of 133.01 feet; thence N81°21'37"E, 153.35 feet; thence 171.41 feet along a non-tangent curve to the left having a radius of 800.00 feet, a central angle of 12°16'35", a chord bearing of N75°13'20"E, and a chord length of 171.08 feet; thence N69°05'02"E, 271.01 feet; thence 230.43 feet along a non-tangent curve to the right having a radius of 400.00 feet, a central angle of 33°00'24", a chord bearing of N85°35'14"E, and a chord length of 227.26 feet; thence S77°54'34"E, 33.78 feet; thence 313.24 feet along a non-tangent curve to the right having a radius of 400.00 feet, a central angle of 44°52'06", a chord bearing of S55°28'31"E, and a chord length of 305.30 feet; thence S33°02'28"E, 16.42 feet; thence 152.66 feet along a non-tangent curve to the left having a radius of 150.00 feet, a central angle of 58°18'36", a chord bearing of S62°11'46"E, and a chord length of 146.15 feet; thence N88°38'55"E, 285.05 feet; thence 297.40 feet along a non-tangent curve to the right having a radius of 600.00 feet, a central angle of 28°24'00", a chord bearing of S77°09'04"E, and a chord length of 294.37 feet; thence S62°57'04"E, 11.56 feet; thence 162.35 feet along a non-tangent curve to the left having a radius of 300.00 feet, a central angle of 31°00'22", a chord bearing of \$78°27'15"E, and a chord length of 160.37 feet; thence N86°02'34"E, 475.55 feet; thence 226.35 feet along a non-tangent curve to the right having a radius of 600.00 feet, a central angle of 21°36'52", a chord bearing of S83°09'00"E, and a chord length of 225.01 feet; thence S72°20'35"E, 263.97; thence 40.71 feet along a non-tangent curve to the left having a radius of 600.00 feet, a central angle of 03°53'14", a chord bearing of S74°17'11"E, and a chord length of 40.70 feet; thence \$76°13'48"E, 244.27 feet; thence 46.37 feet along a non-tangent curve to the right having a radius of 600.00 feet, a central angle of 04°25'42", a chord bearing of S74°00'57"E,



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and a chord length of 46.36 feet; thence S71°48'06"E, 497.72 feet; thence S79°00'33"E, 185.91 feet; thence S73°31'42"E, 333.22 feet; thence S84°25'33"E. 215.80 feet; thence S82°08'43"E. 199.22 feet; thence 200.44 feet along a non-tangent curve to the left having a radius of 300.00 feet, a central angle of 38°16'52", a chord bearing of N78°42'51"E, and a chord length of 196.73 feet: thence N59°34'25"E, 561.49 feet; thence 256.64 feet along a non-tangent curve to the right having a radius of 250.00 feet, a central angle of 58°49'05". a chord bearing of N88°58'58"E, and a chord length of 245.52 feet; thence S61°36'30"E, 8.65 feet; thence 394.73 feet along a non-tangent curve to the left having a radius of 550.00 feet, a central angle of 41°07'16", a chord bearing of S82°10'08"E, and a chord length of 386.32 feet; thence N77°16'14"E, 6.68 feet; thence 54.17 feet along a non-tangent curve to the left having a radius of 200.00 feet, a central angle of 15°31'02", a chord bearing of N69°30'43"E, and a chord length of 54.00 feet; thence N61°45'12"E, 108.28 feet; thence 225.10 feet along a non-tangent curve to the right having a radius of 250.00 feet, a central angle of 51°35'18", a chord bearing of N87°32'51"E, and a chord length of 217.57 feet; thence S66°39'30"E, 31.71 feet; thence 156.53 feet along a non-tangent curve to the right having a radius of 600.00 feet, a central angle of 14°56'50", a chord bearing of S59°11'05"E, and a chord length of 156.08 feet; thence S51°42'40"E, 229.06 feet; thence 257.30 feet along a non-tangent curve to the left having a radius of 400.00 feet, a central angle of 36°51'19", a chord bearing of \$70°08'20"E, and a chord length of 252.89 feet; thence \$88°33'59"E, 181.02 feet; thence S86°01'25"E, 192.12 feet: thence S85°01'36"E, 203.23 feet; thence 277.80 feet along a nontangent curve to the left having a radius of 250,00 feet, a central angle of 63°40'01", a chord bearing of N63°08'24"E, and a chord length of 263,73 feet; thence N31°18'23"E, 190,57 feet; thence N33°33'30"E, 262.99 feet; thence N37°53'25"E, 17.23 feet; thence 362.93 feet along a non-tangent curve to the right having a radius of 450.00 feet, a central angle of 46°12'37", a chord bearing of N60°59'44"E, and a chord length of 353.18 feet; thence N84°06'02"E, 677.87 feet; thence 151.52 feet along a non-tangent curve to the left having a radius of 300.00 feet, a central angle of 28°56'21", a chord bearing of N69°37'52"E, and a chord length of 149.92 feet; thence N55°09'42"E, 139.80 feet; thence 200.28 feet along a non-tangent curve to the right having a radius of 500.00 feet, a central angle of 22°57'01", a chord bearing of N66°38'12"E, and a chord length of 198.94 feet; thence N78°06'43"E, 353.78 feet; thence N83°20'16"E. 223.80 feet; thence 230.40 feet along a non-tangent curve to the right having a radius of 1000.00 feet, a central angle of 13°12'04", a chord bearing of N89°56'18"E, and a chord length of 229.89 feet; thence S83°27'40"E, 213.35 feet; thence S86°09'14"E, 497.26 feet; thence 311.95 feet along a nontangent curve to the left having a radius of 1000.00 feet, a central angle of 17°52'25", a chord bearing of N84°54'33"E, and a chord length of 310.69 feet; thence N75°58'20"E, 159.94 feet; thence 94.60 feet along a non-tangent curve to the right having a radius of 500.00 feet, a central angle of 10°50'24", a chord bearing of N81°23'33"E, and a chord length of 94.46 feet; thence N86°48'45"E, 41.38 feet; thence 33.86 feet along a non-tangent curve to the right having a radius of 350.00 feet, a central angle of 05°32'33", a chord bearing of N89°35'01"E, and a chord length of 33.84 feet, more or less, to a point in the east line of Tract 40, T.58N., R.76W. that is 87.28 feet north of the southeast corner of Tract 40, T.58N., R.76W.

Said centerlines are 28459.46 feet, more or less, in length.

NO. 2021-771372 EASEMENT

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK LONABAUGH & RIGGS DRAWER 5059 SHERIDAN WY 82801