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FEES: \$20.00 PK EASEMENT

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

EASEMENT AGREEMENT

THIS INDENTURE MADE THIS **23** day of July, 2021, between <u>JTS Investments, LLC, a Kansas limited liability company</u> ("Party of the First Part"), and <u>3 Bell, LLC, a Wyoming limited liability company</u> ("Party of the Second Part"), collectively "the Parties".

WITNESSETH:

WHEREAS, the Party of the First Part is acquiring or has acquired the real property located in, Ranchester, Sheridan County, Wyoming, more particularly described as Lot 2, Abney Subdivision to the Town of Ranchester, Sheridan County, Wyoming (the "Property") and,

WHEREAS, the Party of the Second Part is the owner of the adjoining real property described as Lot 1, Buckhorn Subdivision Addition to the Town of Ranchester, Sheridan County, Wyoming (the "Buckhorn Property"); and,

WHEREAS, the Parties mutually agree that common access for ingress and egress be established and conveyed across the Property at a specified location for the use and benefit of all the parties hereto and their successors, assigns, licensees, and/or invitees.

NOW THEREFORE, for the mutual considerations contained herein, let it be known that the Parties do hereby agree to grant and convey for themselves, their invitees, successors, grantees, licensees and assignees in interest, a mutual non-exclusive ingress and egress easement, the "Easement Areas", across the driveways, drive isles, and/or access ways as may be constructed time to time on the Parties respective properties, subject to the terms and conditions contained herein.

- 1. The Easement Area shall be used and enjoyed in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operations of the business; and, in no event, shall the Easement Area be permanently blocked, closed, altered, changed or removed without the other Party's consent, such consent shall not be unreasonably withheld.
- 2. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of the Easement Area. No easements, except those expressly set forth herein shall be implied by this Agreement.
- 3. The Parties shall indemnify and hold each other harmless from and against all claims, liabilities and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of the Parties, their contractors, employees, agents, or others acting on behalf of the Parties.
- 4. It is hereby covenanted that such ingress and egress easement shall be a non-exclusive perpetual easement until and unless amended, revoked, or released by all Parties in interest or their

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successors or assigns and that the same shall be a covenant running with the land and shall be binding upon the Parties, their grantees, heirs, assigns, licensees, and successors in interest.

IN WITNESS WHEREOF, the Parties have caused this indenture to be executed on the day and year first above written.

3 Bell, LLC, a Wyoming limited liability company
By: Name/Title: Warren Tritschler, Member
By: Marilyn Tritschler, Member
STATE OF WYOMING)) SS COUNTY OF SHERIDAN)
BE IT REMEMBERED, That on this 23 day of July, 2021, before me a Notary Public in and for the county and state aforesaid, came Warren Tritschler and Marilyn Tritschler as Members of 3 Bell, LLC, a Wyoming limited liability company, personally known to me and he/she has executed this instrument of writing on the date above first written.
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.
My Commission Expires: NO MONTH Public NO MONTH Public

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EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

JTS Investments, LLC

By: According A. Schmeidler, Member

STATE OF KANSAS)
SS
COUNTY OF SEDGWICK)

BE IT REMEMBERED, That on this 23 day of July, 2021, before me, a Notary Public in and for the county and state aforesaid, came, Thomas A. Schmeidler as Member_JTS Investments, LLC, personally known to me and he/she has executed this instrument of writing on the date above first written.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

My Commission Expires: 131 2005

Rachael Bolte
NOTARY PUBLIC
STATE OF KANSAS
My Appt Exp. 18 1825

NO. 2021-770986 EASEMENT

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK SECURITY 1ST TITLE - COMMERCIAL DE 727 N. WACO AVE., SUI WICHITA KS 67203