

2022-776271 2/7/2022 3:36 PM PAGE: 1 OF 4 FEES: \$21.00 PK EASEMENT EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

EASEMENT GRANT

THIS EASEMENT GRANT, made this $\frac{4}{7}$ day of February, 2022, by and between Little Goose Ranch, L.L.C., a Delaware limited liability company with authority to transact business in the State of Wyoming, hereinafter referred to as the "Grantor"; and JACJ, LLC, a Wyoming limited liability company, hereinafter referred to as the "Grantee", whose address is 506 Fullerton Avenue, Buffalo, Wyoming 82834;

WITNESSETH, That:

In and for the consideration of One Dollar (\$1.00) and other good and valuable consideration, and the covenants and agreements herein contained, the Grantor has this day bargained, sold, conveyed, transferred and delivered, and by these presents does bargain, grant, sell, convey, transfer and deliver unto the Grantee a permanent non-exclusive, private easement and right-of-way for a roadway to and from the premises of the Grantee described in Exhibit "A", attached hereto and by reference made a part hereof, said easement being fifteen feet (15') on each side of a centerline lying in the Southwest Quarter of Section 5 and the West Half of Section 8, Township 56 North, Range 81 West, 6th P.M., Sheridan County, Wyoming, said centerline being described as follows:

A roadway being 15 feet (15') on each side of a centerline lying in the Southwest Quarter of Section 5 and the West Half of Section 8, Township 56 North, Range 81 West, 6th P.M., Sheridan County, Wyoming, the centerline described as follows:

Beginning at a point on the east line of said SW¼, Section 5; said point being N0°04'18"W, 1322.36 feet from the South quarter corner of said Section 5;

Thence N68°50'42"W, 44. 71 feet to a point;

Thence S88°48'54"W, 360.25 feet to a point;

Thence N84°19'19"W, 289.80 feet to a point;

Thence S63°33'35"W, 219.94 feet to a point;

Thence S89°43'35"W, 227.77 feet to a point;

Thence S65°46'25"W, 203.02 feet to a point;

Thence S58°27'58"W, 436. 74 feet to a point;

Thence S81°40'23"W, 489.42 feet to a point;

Thence S51°22'34"W, 111.29 feet to a point;

Thence S00°53'30"E, 77.97 feet to a point;

Thence S31°25'31"E, 554.08 feet to a point;

Thence S25°48'02"E, 268.78 feet to a point;

Thence S44°53'26"E, 246.14 feet to a point;

Thence S35°26'13"E, 395.24 feet to a point;

Thence S29°42'49"E, 429.88 feet to a point; Thence S24°59'39"W, 372.01 feet to a point;

Thence S02°47'00"W, 197.60 feet to a point;

Thence S07°30'52"W, 208.43 feet to a point;

Thence S30°07'54"E, 141.62 feet to a point;

Thence S46°28'59"E, 1188.71 feet to a point;

Thence S25°29'06"E, 434.78 feet to a point;

Thence S08°08'35"W, 439.65 feet to a point;

Thence S47°55'25"E, 320.64 feet, more or less, to a point lying on the centerline of the North Prong S.R. Creek County Road, said point being N31°36'23"W, 647.57 feet, more or less, from P.I. No. 20 (as described in Sheridan County Road Plat Files, No. N-5), and N03°50'42"W, 1690.17 feet from the South quarter corner of Section

8.

Basis of bearings is Wyoming State Plane.

NOW, THEREFORE, it is agreed by and among the parties as follows:

1. <u>Grant of Easement.</u> Grantor does hereby grant and convey to Grantee a permanent, nonexclusive access easement for ingress and egress to Grantee's Land and through Grantor's land, along the route described above.

2. Terms of Use.

- A. Grantee shall have the right to improve the road within the easement at Grantee's expense. The surface of Grantor's Land disturbed by Grantee's construction activities (and by any future maintenance or reconstruction) shall not extend outside the easement and shall be reclaimed and repaired by Grantee.
- B. Grantee shall pay Grantee's proportionate share of the cost of maintenance of the road, as determined from time to time by the parties.
- C. The easement may be used for personal, and agricultural use, but not for commercial purposes. The easement may be used for access to no more than two residences. Any other use shall be considered an impermissible expansion of the easement which is not provided for in this easement document.
- D. The easement created by this instrument shall not preclude Grantor's use of Grantor's Land, except to the extent that Grantor shall not obstruct the easement or otherwise unreasonably interfere with Grantee's rights to use the easement for the purposes allowed by this instrument. Specifically, Grantor shall have the right to use the roadway constructed in the access easement and to allow others to use the roadway.
- E. This is a private easement. At no time shall this easement be construed to create a public right of way.
- F. Nothing herein shall require Grantor nor permit Grantee, without Grantor's prior express consent, to change any roadway, fence, gate or other feature or improvement on the Grantor's Land. Grantor reserves the right, at Grantor's expense, to make reasonable alterations in the route used by Grantee.
- 3. <u>Release.</u> This easement is given subject to the express understanding that the Grantee, in accepting this easement, shall not hold the Grantor liable for any loss, damage or claims arising out of the use of the easement by the Grantee or its invitees, agents, employees, assigns or successors in interest.
- 4. Appurtenant to Benefitted Land. The easement conveyed by this instrument shall run with Grantee's Land described in Exhibit "A," and shall be for the benefit and use of the Grantee and the heirs, successors and assigns of Grantee who then own such land.

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IN WITNESS WHEREOF, the Grantor has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officer, the day and year first above written.

LITTLE GOOSE RANCH, L.L.C.

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Edwin T. Meredith, V Its: Managing Member

STATE OF WYOMING

COUNTY OF SHERIDAN

The foregoing instrument was acknowledged before me by **Edwin T. Meredith, V, as Managing Member of Little Goose Ranch, L.L.C.**, a Delaware limited liability company with authority to transact business in the State of Wyoming, who acknowledged said instrument to be the free act and deed of said Company, this Am day of February, 2022.

KATHY J. SIROKY - NOTARY PUBLIC
COUNTY OF
SHERIDAN
My Commission Expires July 14, 2024

Notary Public

My Commission Expires:



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EXHIBIT "A"

Township 57 North, Range 81 West, 6th P.M., Sheridan County, Wyoming

Section 28: Lots Three (3) and Four (4), SW1/4

Section 29: SE1/4

Section 32: NE¼, N½SE¼, Lots One (1) and Two (2)

Containing 654.95 acres, more or less.