

GRAZING AGREEMENT

THIS GRAZING AGREEMENT, dated the 31 day of August, 2021, (the "Agreement") is made by and between **James L. Nelson**, whose address is PO Box 6687 Sheridan, WY 82801 ("James"), and **Steven Nelson and Amanda Nelson**, whose address is 902 Big Goose rd, WY 82801 ("Owners").

WHEREAS, Owners purchased the real property described in **Exhibit A** from The Nelson Goose Creek, LLC; and

WHEREAS, as condition of purchasing the property, The Nelson Goose Creek, LLC granted James a right to graze the real property subject to the terms and conditions described herein.

NOW THEREFORE, James and Owners agree to the following terms and conditions:

WITNESSETH

The Parties agree as follows:

1. **Subject Property**: James shall have the right to graze the Property described in **Exhibit A** excepting all areas that would be considered a residential yard. James shall have no right to utilize or enter any building.
2. **Term and Termination**: The right to graze the Property shall be for twenty-five (25) years. This Agreement shall automatically be extended for an additional thirty-five (35) year term.
 - a. Upon the death of James, the right to graze the Property shall immediately terminate.
 - b. Should James fail to graze the property for two consecutive years, this Agreement shall terminate.
 - c. Termination shall be effective upon Owner filing notice of termination in the Sheridan County Clerk's Office.
3. **Maintenance Generally**: James shall maintain the Property to the extent necessary for James's livestock to graze said Property including maintaining fences and water improvements located on the Property. All costs of maintenance shall be the responsibility of the James. All maintenance materials, upon being placed on the Property or used on the fixtures, shall become the property of the Owners.



4. **Use:** James shall use the Property only for agricultural purposes. James shall not allow any other person's livestock or animals to use or graze the Property. All livestock must be owned by James.
 - a. James shall not hunt on the Property or grant hunting rights to any other person.
 - b. James shall not overgraze the property. Grazing standards shall be consistent with industry standards and animal husbandry principals. James shall not use any toxic chemicals other than weed control chemicals on the premises without obtaining Owner's express written consent.
 - c. James shall not construct any structure on the Property without prior written consent of Owner.
5. **Compliance with Laws:** James shall not make or permit any use of the Property which would be considered to be unlawful, improper or contrary to any applicable city, county, state or federal law.
6. **Fire, Other Casualty:** Owner shall not be responsible for any harm or disaster, including but not limited to fire, hail, wind, flood, or theft, which may harm or destroy any animal, employee, personal property, property of James, or property of an employee of James.
7. **James' Negligence:** James shall be responsible for harm or damage which destroys or harms a fixture, structure, or fence, as a result of James's use. Should James fail to maintain the Property to the satisfaction of Owner, such failure shall be deemed a material breach of this agreement.
8. **Sick or Injured Animals:** Owner shall not be held responsible for any sickness or injury of any animal of James.
9. **Subletting:** James shall not assign or sublet all or any part of the Property.
10. **Indemnification:** James indemnifies Owner and holds Owner harmless from loss, cost, damage, or expense, including reasonable attorney's fees and costs, arising out of any accident or other occurrence causing injury to any person due directly or indirectly to any condition of any portion of the Property required to be maintained by James or due to the use or neglect of such portion of the Property by James, with exception to invitees, guests or licensors of Owners.
11. **Notices:** Notice from one party to the other shall be deemed to have been properly given if mailed by registered or certified mail, postage prepaid, return receipt requested, to the other party or if said notice is delivered or left in or on any part thereof, provided that there

is actual or presumptive evidence that the other party or someone on his/her behalf received said notice. Notice shall be delivered per the terms herein to the following parties:

James:

Po Box 6687
Sheridan WY
82801

Owners:

Steve and Amanda Nelson
902 Big Goose rd
Sheridan, WY 82801

12. **Waiver:** The waiver of one breach of any term, condition, covenant, obligation, or agreement of this Agreement shall not be considered to be a waiver of that or any other term, condition, covenant, obligation, or agreement or of any subsequent breach thereof.
13. **Partial Invalidity:** If any term or condition of this Agreement shall be deemed to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.
14. **Minerals:** Should any mineral or gravel be produced on the Property, James shall not be entitled to any royalty payments, production proceeds or income from production or surface damage.
15. **Taxes:** Owner shall pay all real property taxes. James shall be responsible for all taxes that he incurs as a result of his own use of the Property.
16. **Sale:** Owner may sell the entire Property or any portion thereof at any time without approval of the James. This grazing agreement shall continue on after the sale and be binding on any future owners until terminated as described herein.
17. **Default:** Any breach of any term of this Agreement shall be considered a material breach. Any breach of this Agreement by James shall be grounds for immediate termination of this Agreement by Owner.
18. **Legal:** Any legal action taken by either party regarding this Agreement shall be filed in the proper venue within Wyoming.
19. **Facsimile:** This Agreement may be signed in parts or by facsimile.

IN WITNESS WHEREOF, the parties have attached their hands and seals hereto this
31 day of August, 2021.

JAMES:

OWNERS:

By: James L. Nelson
Date: 8-31-21

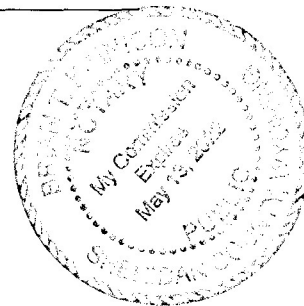
Steven Nelson
Steven Nelson
Amanda Nelson
Amanda Nelson
Date: 8/31/21

STATE OF WYOMING)
: ss.
County of Sheridan)

The above and foregoing Grazing Agreement was subscribed, sworn to and acknowledged before me by Steven Nelson this 31st day of August 2021.
WITNESS my hand and official seal.

[Signature]
Notary Public

My Commission expires: 5-13-22

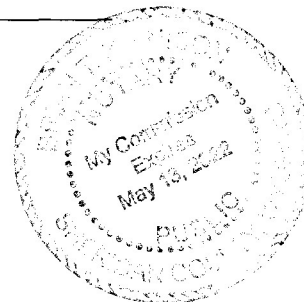


STATE OF WYOMING)
: ss.
County of Sheridan)

The above and foregoing Grazing Agreement was subscribed, sworn to and acknowledged before me by Amanda Nelson this 31st day of August 2021.
WITNESS my hand and official seal.

[Signature]
Notary Public

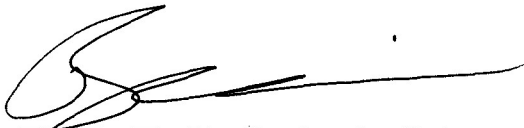
My Commission expires: 5-13-22



STATE OF WY)
: ss.
County of Sheridan)

The above and foregoing Grazing Agreement was subscribed, sworn to and acknowledged

before me by James L. Nelson this 31st day of August, 2021.
WITNESS my hand and official seal.



Notary Public

My Commission expires: 5-13-22

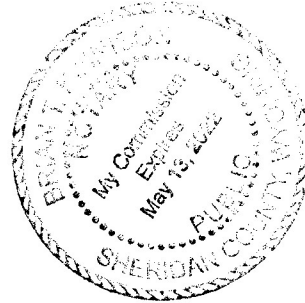


EXHIBIT A

A tract of land situated in the SE¼SE¼ of Section 8. Township 55 North, Range 85 West, 6th P.M., Sheridan County, Wyoming, said tract being more particularly described as follows:

Commencing at the southeast corner of said Section 8; thence N08°17'34"W, 1011.35 feet to the POINT OF BEGINNING of said tract, said point being the northwest corner of the east 150 feet of the South 1000 feet of said SE¼SE¼ as described in Book 454 of Deeds, Page 32; thence S00°14'12"W, 27.59 feet along the west line of said east 150 feet of the south 1000 feet to a point; said point lying on the centerline of Big Goose Creek; thence S89°51'25"W, 30.42 feet along said centerline to a point; thence S54°00'25"W, 126.82 feet along said centerline to a point; thence S65°41'00"W, 37.99 feet along said centerline to a point; thence S50°31'00"W, 53.71 feet along said centerline to a point; thence S36°33'38"W, 124.16 feet along said centerline to a point; thence S11°24'43"W, 49.42 feet along said centerline to a point; thence S18°27'51"E, 41.40 feet along said centerline to a point; thence S36°12'53"E, 39.93 feet along said centerline to a point; thence S22°50'59"W, 56.32 feet along said centerline to a point; thence S47°52'17"W, 57.64 feet along said centerline to a point; thence S77°11'24"W, 64.74 feet along said centerline to a point; thence S72°32'25"W, 154.51 feet along said centerline to a point; thence S54°00'48"W, 75.82 feet along said centerline to a point; thence, leaving said centerline, N02°13'54"E, 159.08 feet to a point, said point lying on the centerline of an access easement described in Book 356 of Deeds, Page 577, thence S45°17'14"W, 72.61 feet along said centerline to a point; thence N56°59'32"W, 138.23 feet along said centerline to a point; thence N73°04'27"W, 119.25 feet along said centerline to a point; thence, leaving said access easement, N02°12'03"W, 271.40 feet to a point; thence N86°08'05"E, 127.32 feet to a point; thence N76°05'01"E, 153.00 feet to a point; thence N53°13'19"E, 102.26 feet to a point; thence S89°42'07"E, 521.65 feet to a point; thence S00°14'12"W, 127.67 feet to the Point of Beginning of said Tract.