

FISHING ACCESS AGREEMENT

THIS FISHING ACCESS AGREEMENT, dated the 31st day of August, 2021, (the "Agreement") is made and entered into by and between **Steven and Amanda Nelson**, whose address is 902 Big Goose Rd, Sheridan WY 82801 ("Owner"), and **Dennis and Nancy Nelson**, whose address is 908 Big Goose Rd, Sheridan, Wyoming, 82801 ("Nelson Family").

RECITALS

WHEREAS, Nelson Family's company, The Nelson Goose Creek LLC, sold real property to Owner located at 902 Big Goose Road, Sheridan, Wyoming, (the "Property"), more particularly described as:

A tract of land situated in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ 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 SE $\frac{1}{4}$ SE $\frac{1}{4}$ 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 N45°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.

Said tract contains 8.22 acres of land, more or less.

WHEREAS, per the terms of the Agreement for Warranty Deed dated _____, Owner is required to enter into a Fishing Access Agreement with Nelson Family in order to allow Dennis and Nancy Nelson's direct descendants access to Big Goose Creek for fishing.

NOW THEREFORE, the parties, in consideration of the terms and exchanges described in the Agreement for Warranty Deed, agree as follows:

1. **Agreement of Property**: The property located at 902 Big Goose Road, Sheridan, WY shall be subject to a right of access granted to Nelson Family for the purposes of fishing and swimming. The right of access shall include access to the river on established roads and use within the creek and thirty (30) feet from the creek bank.
2. **Term**: This Agreement shall begin on May 1, 2021 and shall expire on April 30, 2046. The Agreement shall automatically renew for an additional twenty-five (25) years and every twenty-five (25) years thereafter, subject to the terms of Paragraph 5 below regarding termination.
3. **Rent**: Nelson Family shall not be required to pay rent for consideration of this Agreement for the initial term or any renewed term thereafter. All consideration necessary for this Agreement was exchanged and received per the Agreement for Warranty Deed.
4. **Limits of Use**: The uses contemplated by the right of access granted in this Agreement pertain to fishing and swimming only. Any other use is prohibited without the written consent of the Owner.
 - a. This Agreement does not include any right of access to or use of any building, structure, facility, or fixture.
 - b. Motorized transport shall occur only on established roads. Only ATVs and equivalent modes of transportation shall be allowed along the creek bank.
 - c. Nelson Family shall not construct any facility or structure for fishing or swimming that is not removed at the end of the day's activity.
 - d. Nelson Family shall not alter the creek flow.
 - e. Non-descendants of Dennis and Nancy Nelson shall not be allowed to access the Property without the advance written approval of Owner.
5. **Termination**: This Agreement may be terminated in writing upon the consent of the Owner and Nelson Family. This Agreement shall terminate upon the following event:
 - a. The death of the last grandchild of Dennis and Nancy Nelson identified herein. The grandchildren of Dennis and Nancy Nelson are Adalyn Nelson, Boden Nelson, and Mylah Nelson.
 - b. Termination shall be effective upon the Owner filing a sworn notice of termination and death certificates for each of the grandchildren or upon the Owner filing a

sworn notice of termination which complies with paragraph 6. The notice of termination shall be filed in office of the Sheridan County Clerk and Recorder.

6. **Avoidance of Rule Against Perpetuities.** In the event that the three grandchildren listed in paragraph 5 cannot be found after a reasonable search, this Agreement shall terminate twenty-one (21) years after the death of the last known grandchild. A reasonable search must comply with Rule 4(l) of the Wyoming Rules of Civil Procedure or its legal equivalent, and notice of termination of this Agreement must be published in the newspaper.
7. **Compliance with Laws:** Nelson Family shall not make or permit any use of the Property which will be considered to be unlawful, improper or contrary to any applicable city, county, state or federal law.
8. **Casualty or Damage:** Nelson Family shall not cause any harm or damage to Owner's property or to the creek. Any harm or damaged caused by Nelson Family use shall be repaired at Nelson Family's cost.
9. **Reservations of Owner:** Owner shall have unlimited access and the right to fish, swim and use the creek and access area without interference from Nelson Family. Further, Owner reserves the right to use the area subject to this Agreement for any purpose which includes altering the land, trees, and terrain along the creek and the creek bed. Nelson Family shall not have any right to interfere or prevent Owner from using the Property in any manner Owner deems necessary.
10. **Ownership:** This Agreement does not create or establish any right of title, ownership, possession or control over the Property described herein. The rights granted to Nelson Family are solely limited to a right of access and use for fishing and swimming. Owner and Nelson Family do not intend to create an easement or other such instrument. This Agreement is a license solely for the limited purpose of granting Nelson Family the access to and use of Big Goose Creek for fishing and swimming.
11. **Prior Agreements:** The parties have executed an Agreement for Warranty Deed which is the consideration for this Agreement. All other prior oral or written agreements between the parties are superseded by this Agreement and deemed repealed.
12. **Transfer:** This Agreement shall remain in full force and effect on Owner and Owner's successor, assigns, heirs, transferees, and beneficiaries until terminated as prescribed herein. The rights of Nelson Family shall only be vested in Dennis and Nancy Nelson and their direct descendants. It shall not be necessary for Dennis or Nancy Nelson, or their direct descendants, to take any additional action to vest their rights per this Agreement.
 - a. **James Nelson:** James Nelson has been granted the right purchase 4 acres of the real property subject to the approval of a variance request to be submitted by James Nelson to the County of Sheridan, Wyoming. Should the transfer of 4 acres to James Nelson occur, the area transferred shall not be subject to this Agreement.

13. **Indemnification:** Nelson Family 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 the use of the Property by Nelson Family.
14. **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:
- | | |
|--------------------|-----------------------|
| <u>Owner:</u> | <u>Nelson Family:</u> |
| 902 Big Goose Road | 908 Big Goose Road |
| Sheridan, WY 82801 | Sheridan, WY 82801 |
15. **Waiver of Liability:** Each user of the Property, their descendant, successors, assigns, heirs, and representatives shall not hold Owner liable for any harm, damage or loss resulting from any condition which may exist on the Property regardless of whether condition is manmade or natural. Owner does not warrant or guarantee the safety of the Property, creek or any facility, structure or fixture located on the Property. Nelson Family use is done at their own risk.
16. **Waiver of Terms:** 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.
17. **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.
18. **Sale:** Owner may sell the entire Property or any portion thereof at any time without approval of Nelson Family. Upon sale of the entire Property or any portion thereof, a copy of this Agreement shall be provided by Owner to the buyer prior to closing.
19. **Default:** Any breach of any term of this Agreement shall be considered a material breach. Any breach of this Agreement by Nelson Family shall be grounds for immediate termination of this Agreement by Owner.
20. **Legal:** Any legal action taken by either party regarding this Agreement shall be filed in the proper court in the Fourth Judicial District for the State of Wyoming. If Owner is successful in the legal action, Owner shall be entitled to recover from Nelson Family all attorney fees and costs.
21. **Recording:** This Agreement may be recorded by either party in the office of the Sheridan County Clerk and Recorder.

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

OWNER:

NELSON FAMILY:

Steven Nelson
Steven Nelson
Date: 8/31/21

Dennis Nelson
Dennis Nelson
Date: 8-31-21

Amanda Nelson
Amanda Nelson
Date: 8-31-21

Nancy Nelson
Nancy Nelson
Date: 8/31/21

STATE OF WYOMING)
: ss.
County of Sheridan)

The above and foregoing Fishing Access Agreement was signed before me this 31st day
of August, 2021, by Steven Nelson and Amanda Nelson.

WITNESS my hand and official seal.

My Commission expires: 5-13-22 [Signature]
Notary Public



STATE OF WYOMING)

: ss.

County of Sheridan)

The above and foregoing Fishing Access Agreement was signed before me this 31st day of August, 2021, by Dennis Nelson and Nancy Nelson.

WITNESS my hand and official seal.

My Commission expires: 5-13-22  Notary Public



NO. 2021-772091 AGREEMENT - LEGAL

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
WILCOX AGENCY
SHERIDAN WY 82801