

RECIPROCAL EASEMENT AGREEMENT

STATE OF WYOMING §
 §
COUNTY OF SHERIDAN §

This **RECIPROCAL EASEMENT AGREEMENT** (this "Agreement") dated as of February 2, 2023 (the "Effective Date") is made by and between **CHEVRON U.S.A. INC.**, a Pennsylvania corporation, with an address of 6001 Bollinger Canyon Road, San Ramon, California 94583 ("Chevron"), and **Walter R. Baker and Patricia Ann Baker, husband and wife, and Anthony J. Poeschl and Debra L. Poeschl, as Trustees of the Poeschl Family Revocable Trust dated October 18, 2018** (each a "Grantor" and collectively, "Grantors"). Each Grantor may be referred to in this Agreement individually as "Party" and collectively as the "Parties."

RECITALS

- A. Each Grantor owns a tract of land located as shown on Exhibit "B" attached hereto (collectively, "Grantors' Land").
- B. Grantors desire to grant an easement, servitude, privilege and right-of-way over and across portions of said Grantors' Land.
- C. In consideration of the mutual promises set out in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged and hereby agreed to, Grantors agree to be bound by the terms of this Agreement.

AGREEMENT

1. GRANT AND PURPOSE

- 1.1 **Grant of Rights.** Grantors grant, sell and convey to each other a non-exclusive thirty foot (30') wide easement, and right-of-way (the "Right-of-Way") over, upon, under, through and across Grantors' Land, the location of which is described more particularly in Exhibit "A" and depicted on Exhibit "B" (the "Easement Area"), attached hereto and made a part hereof.
- 1.2 **Purpose.** The Right-of Way is granted for the purpose of accessing, repairing, and maintaining the roadway known as Ash Creek Road (the "Facilities").
- 1.3 **Limitation of Grant.** This Agreement and the grant of a Right-of-Way hereunder does not convey nor will it be construed as conveying any part of the fee title to the Grantors' Land or any part thereof nor any coal, oil and gas rights underlying the Grantors' Land or any part thereof.
- 1.4 **Non-Exclusive Rights.** The rights and privileges granted by this Agreement are non-exclusive and are subject to all valid and existing licenses, rights-of-way, easements, leases, grants, exceptions, reservations, rights and encumbrances either of record or evidenced physically on the Right-of-Way or Easement Area. Each Grantor hereby reserves the right to grant to any other person or entity the right to exercise the same or different rights and privileges as granted by this Agreement, provided said grant shall not unreasonably interfere with the rights granted herein.

- 1.5 **Non-Interference with Grantor's Use and Operations.** No Grantor shall materially impair, interfere with or obstruct any Grantor's present or future operations or use of the Easement Area. The Grantors' rights and privileges acquired pursuant to this Agreement are subservient to the rights of any Grantor to use or conduct any business or operations in the Easement Area.
- 1.6 **Obstructions.** Each Grantor is authorized to remove from the Right-of-Way all trees, brush, undergrowth, and debris that in such Grantor's reasonable opinion interfere with the exercise of such Grantor's rights under this Agreement, without compensation to Grantor.
- 1.7 **Grantee's Agents.** The rights granted to the Grantors under this Agreement may be used by the invitees, employees and agents of each Grantor, its contractors, subcontractors, and other persons performing work or services on behalf of such Grantor (collectively, "Agents"). Each Grantor is jointly and severally liable for any activities or actions of such Grantor's Agents that relate to the Easement Area or the Right-of-Way.
- 1.8 **Acceptance of Easement Area in Present Condition.** Each Grantor accepts the Easement Area in its present condition, "AS IS, WHERE IS," and accepts full responsibility therefore, without warranty, express, statutory or implied, as to title, merchantability, condition, quality or fitness for a particular purpose, or any other sort of warranty, without recourse against the other Grantors whatsoever. Further, no Grantor makes any representations or warranties regarding the right of ingress to and egress from the Easement Area across adjacent or adjoining lands or the impact of existing licenses, easements, leases or other encumbrances affecting the Right-of-Way on any Grantor's planned use thereof.
- 1.9 **Release of Grantor.** Each Grantor acknowledges that the Right-of-Way may be located in an area where coal, oil and gas operations have historically or are currently being conducted and that as a result of those operations the soils and groundwater located within or adjacent to the Right-of-Way may contain harmful substances. Further, each Grantor acknowledges that in connection with such historical operations on the Grantors' Land there may be unlocated buried pipelines and related facilities ("Buried Facilities") within the Easement Area and that no Grantor has a duty to identify the location thereof or remove any of such Buried Facilities. **EACH GRANTOR IRREVOCABLY RELEASES, ACQUITS AND FOREVER DISCHARGES THE OTHER GRANTORS AND THEIR AFFILIATES AND THEIR OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OF ANY KIND AND NATURE ARISING OUT OF THE PRESENCE OF SOILS AND GROUNDWATER LOCATED WITHIN OR ADJACENT TO THE RIGHT-OF-WAY WHICH MAY CONTAIN HARMFUL SUBSTANCES.**

2. **TERM**

- 2.1 **Term.** The Right-of-Way is granted for a perpetual term.

3. **CONSTRUCTION, IDENTIFICATION AND OPERATION OF FACILITIES**

3.1 **Pre-Construction Identification and Underground Facilities.**

- (A) Prior to beginning any construction on the Right-of-Way, a Grantor shall contact the appropriate 811 one call system, or other system for notification of intended excavation activities established pursuant to applicable federal, state or local laws

or regulation as well as the Grantor who owns such land as indicated in Section 9.8 below regarding Notices (or such other representative as designated by a Grantor), to determine if such constructing Grantor's construction and installation will impact existing underground or surface facilities owned by the land-owning Grantor, such Grantor's affiliates or third parties, including without limitation, those parties owning licenses, rights-of-way, easements, leases or other rights to use of the Easement Area.

- (B) If the constructing Grantor identifies any existing underground facility owned or operated by the land-owning Grantor or its affiliates that will be crossed by the Facilities, or that may be impacted by the construction and installation of the Facilities, the constructing Grantor shall comply with the requests of the land-owning Grantor or its affiliates and follow their required procedures for line crossings. If the constructing Grantor identifies any existing underground facility owned or operated by parties owning prior to the date of this Agreement licenses, rights-of-way, easements, leases or other rights to use of the Easement Area or any portion thereof that will be crossed by the Facilities, or that may be impacted by the construction and installation of the Facilities, the constructing Grantor shall comply with the reasonable requests of such third parties and follow their reasonable procedures for line crossings.

- 3.2 The constructing Grantor accepts sole responsibility for identifying and locating existing facilities that may be impacted by the construction and installation of the Facilities and shall be solely liable for all loss, damage, injury, or death caused or contributed to by any failure of the constructing Grantor, or its Agents, to properly identify, locate and protect pre-existing underground facilities from damage during construction and installation. As previously noted, Grantors have notified each other that there could exist unlocated Buried Facilities buried within the Easement Area and that the land-owning Grantor has no responsibility for locating or removing any of such Facilities. **Operations.** All maintenance and repairs ("Operations") performed on the Grantors' Land and in the Easement Area, including Grantors' ingress and egress across Grantors' Land, shall be performed or accomplished with due diligence, in a good and workmanlike manner, and in compliance with all applicable federal, state and local laws, rules, regulations and ordinances, and in compliance with all of Grantor's security, health, environmental and safety standards. The constructing Grantor shall obtain and maintain all required governmental permits to construct, operate, maintain and remove the Facilities. For clarity, mere operation of a motor vehicle on the Facilities shall not constitute Operations.

4. NOTIFICATIONS TO GRANTOR AND ENVIRONMENTAL CONDITIONS

- 4.1 **Normal or Emergency Operations.** Maintenance and repair obligations for the Facilities shall be voluntary and not mandatory, and each Grantor shall be responsible for maintaining the portion of the Facilities on its property at its sole cost; however, anyone disturbing the surface of the Facilities shall restore the same to its condition before the disturbance at the sole cost of the disturbing party.

5. **DISCOVERY OF ENVIRONMENTAL CONDITION.** IF AT ANY TIME, A GRANTOR DISCOVERS IN OR ON THE GRANTORS' LAND A CONDITION THAT COULD BE CONSIDERED A VIOLATION OF ANY APPLICABLE LAW PERTAINING TO HEALTH OR THE ENVIRONMENT, INCLUDING, WITHOUT LIMITATION, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT AT 42 U.S.C. § 9601 ET SEQ. ("CERCLA"), THE RESOURCE CONSERVATION AND RECOVERY ACT AT 42 U.S.C. § 6901, ET SEQ. ("RCRA"), THE HAZARDOUS MATERIALS TRANSPORTATION ACT, 49 USC §5101 ET SEQ., THE CLEAN AIR ACT, 42 USC §7401 ET SEQ., THE CLEAN WATER ACT, 33 USC §§1251 ET SEQ., THE TOXIC SUBSTANCES CONTROL ACT, 15 USC §2601 ET SEQ., THE SAFE DRINKING WATER ACT, 42 USC §300F-300J, AND ALL SIMILAR FEDERAL, STATE, AND LOCAL ENVIRONMENTAL STATUTES, ORDINANCES, AND THE REGULATIONS, ORDERS, AND DECREES NOW OR HEREAFTER PROMULGATED THEREUNDER (COLLECTIVELY CALLED THE "APPLICABLE ENVIRONMENTAL LAWS"), OR THAT COULD GIVE RISE TO A CLAIM FOR PROPERTY DAMAGES, HOWEVER CAUSED, THEN THE DISCOVERING GRANTOR SHALL IMMEDIATELY NOTIFY THE LAND-OWNING GRANTOR OF THE DISCOVERY AND SHALL AGREE TO IMMEDIATELY STOP ITS ACTIVITIES IN THE AFFECTED PORTION OF GRANTORS' LAND, UNTIL FURTHER DIRECTION FROM THE LAND-OWNING GRANTOR. THE DISCOVERING GRANTOR SHALL NOT CONTACT ANY GOVERNMENTAL AUTHORITY REGARDING THE RESULTS OF ANY CONDITION DESCRIBED ABOVE, DISCOVERED ON THE LAND-OWNING GRANTOR'S LAND, UNLESS REQUIRED BY LAW, AND ONLY AFTER THE DISCOVERING GRANTOR HAS GIVEN THE LAND-OWNING GRANTOR NOT LESS THAN SEVEN (7) DAYS' WRITTEN NOTICE PRIOR TO ANY SUCH CONTACT. PROHIBITED ACTIVITIES

- 5.1 **No Hazardous Substances.** Except as expressly authorized in this Agreement, no Grantor shall impound water or other substances on, in, under or over the Right-of-Way or Easement Area, and shall not store or dispose of any dangerous, toxic or hazardous substances or waste on, in, under or over the Right-of-Way or Grantors' Land.

6. **WARRANTY AND INDEMNIFICATIONS**

- 6.1 **Warranty of Compliance with Law.** Each Grantor agrees that it will comply with any and all laws, ordinances, orders, rules, regulations, standards, licensing requirements or otherwise of any state, federal, municipal or local authority or agency thereof, now in force and effect, or which may be passed, enacted, issued, revised, required or promulgated hereinafter, incident to, arising out of or in any way connected with the utilization of the Easement Area, the Right-of-Way and/or any activities conducted under, pursuant to or by virtue of this Agreement. Each Grantor further agrees that it will not discharge, release, dump, bury or store on the Grantors' Land or in or on any water or waters on, adjacent to or in the area of the Grantors' Land, for purposes of disposal, oil, chemicals, toxic substances or materials, and hazardous wastes or substances of any kind.
- 6.2 **INDEMNIFICATION FOR NON-COMPLIANCE.** EACH GRANTOR AGREES TO INDEMNIFY AND HOLD THE OTHER GRANTORS HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, JUDGMENTS, CAUSES OF ACTION, FINES, PENALTIES AND COSTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COSTS OF COURT,

ARISING OUT OF OR CONNECTED WITH THE NON-COMPLIANCE WITH OR VIOLATION BY A GRANTOR OF ANY OF THE PROVISIONS OF SECTION 6.1.

- 6.3 **GENERAL INDEMNIFICATION.** EACH GRANTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OTHER GRANTORS AND ALL OF THEIR AFFILIATES HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, ACTIONS AND LAWSUITS AND ALL LIABILITIES, PENALTIES, FINES, PAYMENTS, JUDGMENTS, DAMAGES (INCLUDING BUT NOT LIMITED TO ENVIRONMENTAL DAMAGES WHICH INCLUDES ENVIRONMENTAL HARM, CLEANUP, REMEDIATION OR REGULATORY OBLIGATION), LOSSES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES, EXPERT WITNESS FEES, COURT COSTS, COSTS OF INVESTIGATING CLAIMS, SITE ASSESSMENTS, TESTING AND REMEDIAL ACTIONS) INCURRED AND/OR PAID BY A GRANTOR OR ANY OF A GRANTOR'S AFFILIATES IN CONNECTION WITH, ARISING FROM, RELATED TO OR ON ACCOUNT OF ANY ACT OR OMISSION BY A GRANTOR OR ITS AGENTS RELATING TO THIS AGREEMENT, A GRANTOR'S OPERATIONS ON OR USE OF THE EASEMENT AREA OR RIGHT-OF-WAY, AND/OR A GRANTOR'S VIOLATION OF ANY APPLICABLE ENVIRONMENTAL LAWS. THE PROVISIONS OF THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

7. INSURANCE

- 7.1 **Insurance Coverage Obligations.** Each Grantor conducting Operations shall maintain the insurance listed below and all other insurance required by applicable law at all times while this Agreement is in effect. Such insurance shall be primary to any insurance maintained by other Grantors to the extent of liabilities assumed by each Grantor under this Agreement.
- Workers' Compensation (or equivalent government compensation scheme) and/or Employer's Liability Insurance if required by law covering a Grantor's liability for all claims arising out of bodily injury, death or occupational disease to its employees. Such insurance must comply with all applicable laws where the Right-of-Way is located. The policy limits of the Employer's Liability Insurance must not be less than any statutory requirements. General or Public Liability Insurance (third party, bodily injury and property damage). The policy territory coverage must include all areas where Operations are to be performed in the Right-of-Way and must contain a cross liability or severability of interest provision and must include coverage for all areas where the Right-of-Way is located. The policy limits must not be less than \$1,000,000 per occurrence.
- 7.2 Each Grantor conducting Operations must maintain, and shall require all Agents of such Grantor performing services within the Easement Area to maintain, Automobile Liability Insurance (including third, party, bodily injury and property damage) extending to all vehicles provided to or by such Grantor and its Agents in the performance of Operations. The policy limits for this insurance must be the higher of the amount required by applicable law or \$100,000 per occurrence.
- 7.3 **Self-Insurance.** It is agreed that Chevron may, unless prohibited by law, self-insure any or all of the insurance requirements set forth in this Section 7 and satisfy any requirement for evidence of such with a self-administered claims letter to other Grantors.

- 7.4 **Deductibles or Self-Insured Retentions.** The insuring Grantor is solely responsible for payment of all deductibles or self-insured retentions that are applicable to any claims made against the other Grantors covered by the insuring Grantor's insurance policies. The level of these deductibles or retentions must be reasonable and compatible with that expected of a prudent operator in similar circumstances.
- 7.5 **Conflict with Applicable Law.** A Grantor will not be required to carry the insurance coverages required in this Right-of-Way to the extent such coverages conflict with, or are void or otherwise unenforceable under, applicable laws or regulations.

8. GOVERNING LAW AND RESOLUTION OF DISPUTES

- 8.1 **Governing Law.** This Agreement is governed by and interpreted under the laws of the State of Wyoming, without regard to its choice of law rules..

9. RESOLUTION OF DISPUTES. IF ANY DISPUTE ARISES OUT OF OR IN RELATION TO THIS AGREEMENT AND SUCH DISPUTE CANNOT BE SETTLED WITHIN A REASONABLE TIME BY DIRECT NEGOTIATIONS, ANY PARTY MAY INITIATE MEDIATION. IF THE PARTIES FAIL TO SETTLE THE DISPUTE WITHIN 30 DAYS OF NOTICE OF MEDIATION, ANY PARTY MAY INITIATE JUDICIAL RESOLUTION IN THE FOURTH JUDICIAL DISTRICT COURT, SHERIDAN COUNTY, WYOMING. IF THE DISPUTE RELATES TO WHETHER THIS AGREEMENT HAS BEEN TERMINATED, NO TERMINATION SHALL BE DEEMED TO HAVE OCCURRED UNTIL A FINAL DETERMINATION OF TERMINATION HAS OCCURRED IN ACCORDANCE WITH THIS SECTION 8.GENERAL PROVISIONS

- 9.1 **Entire Agreement.** This Agreement comprises the complete and exclusive agreement between the Parties regarding the Right-of-Way, and supersedes all oral and written communications, negotiations, representations or agreements in relation to that subject matter made or entered into before the Effective Date.
- 9.2 **Severability.** Each provision of this Agreement is severable. If any provision is determined to be invalid, unenforceable or illegal under any existing or future law by a court of competent jurisdiction or by operation of any applicable law, this invalidity, unenforceability or illegality will not impair the operation of or affect those portions of this Agreement that are valid, enforceable and legal, unless deletion of the invalid, unenforceable or illegal provision or provisions would result in such a material change as to cause the purpose of this Agreement to be considered unreasonably unfair to either Party or its fundamental terms and conditions are considered to be unreasonable.
- 9.3 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original of this Agreement, and which together will constitute one and the same instrument; provided, however, that neither Party will be bound to this Agreement unless and until all Parties have executed a counterpart.
- 9.4 **Third Party Rights.** Except as may be otherwise expressly stated herein, no person or entity who is not a Party to this Agreement has any right under this Agreement or in and to the Right-of-Way and may not enforce any provision of this Agreement.

- 9.5 **Assignment.** Any Grantor may assign or transfer all or part of its rights or obligations relating to the Easement Area or this Agreement to any other person or entity at any time without the other Grantors' consent. No change of ownership of a Grantor's rights will operate to enlarge the obligations or diminish the rights of the other Grantors.
- 9.6 **Notices.** All notices required or permitted under this Agreement must be in writing and delivered by mail (postage prepaid) or by hand delivery to the address of the receiving Party set out in the signature page to this Agreement. Notices sent by email are ineffective. Notices are effective when received by the recipient during regular business hours. Notices that do not comply with the requirements of this Agreement are ineffective, and do not impart actual or any other kind of notice.
- 9.7 **Authorized Representatives.** Each Party represents and warrants that the Agreement has been duly executed and delivered by its authorized officer or other representative and constitutes its legal, valid and binding obligation enforceable in accordance with its terms, and no consent or approval of any other person is required in connection with its execution, delivery and performance of this Agreement.

IMPORTANT NOTICE: THIS AGREEMENT CONTAINS PROVISIONS REGARDING INDEMNITIES AND WARRANTIES THAT EXPRESS THE AGREEMENT OF THE PARTIES CONCERNING CLAIMS ARISING OUT OF THIS AGREEMENT.

[Signature Pages Follow]

SIGNATURE PAGE TO RECIPROCAL EASEMENT AGREEMENT

The Parties have executed this Agreement as evidenced by the following signatures of authorized representatives of the Parties:

GRANTOR:

Chevron U.S.A. Inc.

Signature: _____

Name: **Gina K. Lee**

Title: **Assistant Secretary**

ADDRESS FOR NOTICES:

Chevron Environmental
Management &
Real Estate Company
6001 Bollinger Canyon Road
San Ramon, CA 94583

Attention: Kelly Duran

ADDRESS FOR NOTICES:

814 Ash Creek
Sheridan Wyoming 82801

Attention: Walter R. Baker
and Patricia Ann Baker

ADDRESS FOR NOTICES:

P.O. Box 75
Decker, Montana 59025

Attention: Anthony J.
Poeschl and Debra L.
Poeschl, as Trustees of the
Poeschl Family Revocable
Trust dated October 18,
2018

ACKNOWLEDGMENT

STATE OF California

COUNTY OF Contra Costa

On February 2, 2023, before me, Sandy M. Nunes, Notary Public,
personally appeared Gina K. Lee, who proved to me on the
basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument
and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and
that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notarial Officer

My commission expires: January 28, 2026

Easement/Right-of-Way



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FEES: \$63.00 PK EASEMENT
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

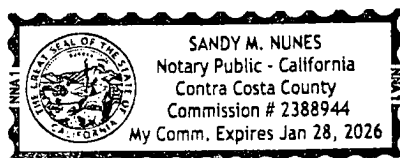
County of Contra Costa }

On February 2, 2023 before me, Sandy M. Nunes, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Gina K. Lee
Name(s) of Signer(s)

N/A

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Sandy M. Nunes
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Reciprocal Easement Agreement

Document Date: December 16, 2022 Number of Pages: _____

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: Gina K. Lee

☒ Corporate Officer – Title(s): Asst. Secretary

☐ Partner – ☐ Limited ☐ General ☐ Treasurer

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: Chevron U.S.A. Inc.

Signer's Name: N/A

☐ Corporate Officer – Title(s): N/A

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: N/A

Signer is Representing: N/A

Walter R. Baker
WALTER R. BAKER

Patricia Ann Baker
PATRICIA ANN BAKER

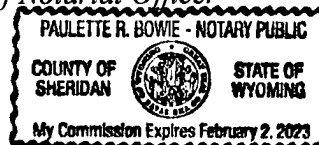
STATE OF WYOMING)
)ss.
COUNTY OF SHERIDAN)

This instrument was acknowledged before me by Walter R. Baker and Patricia Ann Baker on the
15th day of December, 2022.

WITNESS my hand and official seal.

Paulette R. Bowie
Signature of Notarial Officer

My commission expires: 2-2-23



Anthony J. Poeschl
Anthony J. Poeschl, Trustee

Debra L. Poeschl
Debra L. Poeschl, Trustee

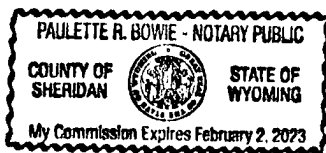
STATE OF WYOMING)
)ss.
COUNTY OF WYOMING)


This instrument was acknowledged before me by Anthony J. Poeschl and Debra L. Poeschl, as
Trustees of the Poeschl Family Revocable Trust dated October 18, 2018, on the 27th day of December
_____, 2022.

WITNESS my hand and official seal.

Paulette R. Bowie
Signature of Notarial Officer

My commission expires: 2-2-23




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FEES: \$63.00 PK EASEMENT
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK




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FEES: \$63.00 PK EASEMENT
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

Exhibit "A"

Easement/Right-of-Way

RANDALL ENGINEERING SURVEYS

722 Monte Vista
Sheridan, Wyoming 82801
Phone 307-672-6003
Fax 307-672-6003


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FEES: \$63.00 PK EASEMENT
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

November 19, 2021

Walter R. and Patricia Ann Baker
814 Ash Creek Road
Sheridan, Wyoming 82801

Re: Centerline Description of Ash Creek Road in Sheridan County, Wyoming.
From Youngs Creek Road to the East Line of the Walter R. and Patricia Ann
Baker Property.

A tract of land situated in Township 58 North, Range 84 West of the Sixth Principal Meridian, Sheridan County, Wyoming in the following portions of Sections; in the N $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 35, in the N $\frac{1}{2}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$ and S $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 34, in the S $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$ and N $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 33, in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 28, in the S $\frac{1}{2}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$ and SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 29; in the SE $\frac{1}{4}$ NE $\frac{1}{4}$ and N $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 30 and in the SW $\frac{1}{4}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, and Lot 3 (NW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 19;

Also situated in Township 58, Range 85 West of the Sixth Principal Meridian, Sheridan County, Wyoming in the N $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$ and SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 24:

This tract of land being 20 feet in width lying 10 feet on each side of a centerline more particularly described as follows:

Beginning at a point which bears N 51°11'36" E a distance of 2,414.21 feet from the Southwest Corner of Section 35, Township 58 North, Range 84 West of the Sixth Principal Meridian, Sheridan County, Wyoming, this point of beginning lying on the centerline of Ash Creek Road and on the Westerly Right-of-Way of Youngs Creek County Road; thence along the Ash Creek Road centerline following a curve to the right, this curve having a Radius of 2,397.77 feet, a Central Angle of 7°26'08", and Arc Length of 311.17 feet and a Chord Bearing of N 76°52'41" W for a distance of 310.95 feet to a point of reverse curvature; thence along a curve to the left, this curve having a Radius of 1,909.86 feet, a Central Angle of 24°40'05", an Arc Length of 822.27 feet and a Chord Bearing of N 85°29'40" W for a distance of 815.93 feet to a point of tangency; thence leaving said curve on a bearing of S 82°10'18" W for a distance of 473.60 feet to a point of curvature; thence along a curve to the right, this curve having a Radius of 286.48 feet, a Central Angle of 35°59'30", an Arc Length of 179.96 feet, and a Chord Bearing of N 79°49'57" W for a distance of 177.01 feet to a point of tangency; thence leaving said curve on a bearing of N 61°50'12" W for a distance of 107.69 feet to a point of curvature; thence along a curve to the left, this curve having a Radius of 716.20 feet, a Central Angle of 49°31'33", an Arc Length of 619.07 feet and a Chord Bearing of N 86°35'59" W for a distance of 599.98 feet to a point of tangency; thence leaving said curve on a bearing of S 68°38'15" W for a distance of 289.82 feet to a point of curvature;

thence along a curve to the right, this curve having a Radius of 1,145.92 feet, a Central Angle of 51°39'07", an Arc Length of 1,033.04 feet and a Chord Bearing of N 85°32'12" W for a distance of 998.41 feet to a point of tangency; thence leaving said curve on a bearing of N 59°42'38" W for a distance of 46.00 feet to a point of curvature; thence along a curve to the left, this curve having a Radius of 1,145.92 feet, a Central Angle of 17°22'59", an Arc Length of 347.66 feet and a Chord Bearing of N 68°24'08" W for a distance of 346.33 feet to a point of tangency; thence leaving said curve on a bearing of N 77°05'38" W for a distance of 420.39 feet; thence N 81°09'54" W for a distance of 469.27 feet to a point of curvature; thence along a curve to the right, this curve having a Radius of 954.93 feet, a Central Angle of 70°59'43", an Arc Length of 1,183.26 feet and a Chord Bearing of N 45°40'02" W for a distance of 1,109.00 feet to a point of tangency; thence leaving said curve on a bearing of N 10°10'10" W for a distance of 169.42 feet to a point of curvature; thence along a curve to the left, this curve having a Radius of 318.31 feet, a Central Angle of 79°03'17", an Arc Length of 439.19 feet and a Chord Bearing of N 49°41'49" W for a distance of 405.17 feet to a point of tangency; thence leaving said curve on a bearing of N 89°13'27" W for a distance of 266.23 feet to a point of curvature; thence along a curve to the right, this curve having a Radius of 1,145.92 feet, a Central Angle of 25°21'32", an Arc Length of 507.18 feet and a Chord Bearing of N 76°32'41" W for a distance of 503.05 feet to a point of tangency; thence leaving said curve on a bearing of N 63°51'55" W for a distance of 903.89 feet to a point of curvature; thence along a curve to the left, this curve having a Radius of 286.48 feet, a Central Angle of 21°39'35", an Arc Length of 108.30 feet and a Chord Bearing of N 74°41'43" W for a distance of 107.65 feet to a point of tangency; thence leaving said curve on a bearing of N 85°31'30" W for a distance of 230.23 feet to a point of curvature; thence along a curve to the right, this curve having a Radius of 286.48 feet, a Central Angle of 16°53'22", an Arc Length of 84.45 feet and a Chord Bearing of N 77°04'49" W for a distance of 84.14 feet to a point of tangency; thence leaving said curve on a bearing of N 68°38'09" W for a distance of 240.18 feet to a point of curvature; thence along a curve to the left, this curve having a Radius of 1,145.92 feet, a Central Angle of 10°14'04", an Arc Length of 204.69 feet and a Chord Bearing of N 73°45'11" W for a distance of 204.42 feet to a point of tangency; thence leaving said curve on a bearing of N 78°52'13" W for a distance of 201.77 feet to a point of curvature; thence along a curve to the left, this curve having a Radius of 1,909.86 feet, a Central Angle of 11°43'01", an Arc Length of 390.56 feet and a Chord Bearing of N 84°43'43" W for a distance of 389.88 feet to a point of tangency; thence leaving said curve on a bearing of S 89°24'47" W for a distance of 416.04 feet to a point of curvature; thence along a curve to the right, this curve having a Radius of 572.96 feet, a Central Angle of 20°16'05", an Arc Length of 202.68 feet and a Chord Bearing of N 80°27'11" W for a distance of 201.63 feet to a point of tangency; thence leaving said curve on a bearing of N 70°19'08" W for a distance of 225.11 feet to a point of curvature; thence along a curve to the right, this curve having a Radius of 381.97 feet, a Central Angle of 45°26'26", an Arc Length of 302.94 feet and a Chord Bearing of N 47°35'55" W for a distance of 295.06 feet to a point of tangency; thence leaving said curve on a bearing of N 24°52'42" W for a distance of 141.13 feet to a point of curvature; thence along a curve to the left, this curve having a Radius of 572.96 feet, a Central Angle of 20°26'50", an Arc Length of 204.47 feet and a Chord Bearing N 35°06'07" W for a distance of 203.39 feet; thence leaving said curve on a bearing of N 44°24'36" W for a distance of 486.42 feet to a point of curvature; thence along a curve to the left, this curve having a Radius of 1,145.92 feet, a Central Angle of 47°18'09", an Arc Length of 946.05 feet and a Chord Bearing of N 66°23'59" W for a distance of 919.41 feet to a point of tangency; thence leaving said curve on a bearing of S 89°56'57" W for a distance of 959.32 feet to a point of curvature; thence along a curve to the right, this curve having a Radius of 572.96 feet, a Central Angle of

23°47'34", an Arc Length of 237.93 feet and a Chord Bearing N 78°09'16" W for a distance of 236.22 feet to a point of tangency; thence leaving said curve on a bearing of N 66°15'29" W for a distance of 167.96 feet to a point of curvature; thence along a curve to the left, this curve having a Radius of 572.96 feet, a Central Angle of 11°46'21", an Arc Length of 117.73 feet and a Chord Bearing of N 72°08'40" W for a distance of 117.52 feet to a point of tangency; thence leaving said curve on a bearing of N 78°01'51" W for a distance of 270.21 feet to a point curvature; thence along a curve to the right, this curve having a Radius of 572.96 feet, a Central Angle of 11°32'19", an Arc Length of 115.39 feet and a Chord Bearing N 72°15'41" W for a distance of 115.19 feet to a point of tangency; thence leaving said curve on a bearing of N 66°29'31" W for a distance of 428.72 feet to a point of curvature; thence along a curve to the left, this curve having a Radius of 1,145.92 feet, a Central Angle of 22°03'55", an Arc Length of 441.30 feet and a Chord Bearing of N 77°31'29" W for a distance of 438.58 feet to a point of tangency; thence leaving said curve on a bearing of N 88°33'26" W for a distance of 396.47 feet to a point of curvature; thence along a curve to the right, this curve having a Radius of 572.96 feet, a Central Angle of 19°27'51", an Arc Length of 194.64 feet and a Chord Bearing of N 78°49'31" W for a distance of 193.71 feet to a point of tangency; thence leaving said curve on a bearing of N 69°05'35" W for a distance of 178.48 feet to a point of curvature; thence along a curve to the left, this curve having a Radius of 572.96 feet, a Central Angle of 5°32'47", an Arc Length of 55.46 feet and a Chord Bearing of N 71°51'59" W for a distance of 55.44 feet to a point of tangency; thence leaving said curve on a bearing of N 74°38'22" W for a distance of 241.57 feet to a point of curvature; thence along a curve to the right, this curve having a Radius of 572.96 feet, a Central Angle of 8°21'21", an Arc Length of 83.56 feet and a Chord Bearing of N 70°27'42" W for a distance of 83.48 feet to a point of tangency; thence leaving said curve on a bearing of N 66°17'01" W for a distance of 688.25 feet to a point of curvature; thence along a curve to the right, this curve having a Radius of 698.13 feet, a Central Angle of 8°39'34", and Arc Length of 105.51 feet and a Chord Bearing of N 61°57'14" W for a distance of 105.41 feet to a point of tangency; thence leaving said curve on a bearing of N 57°37'27" W for a distance of 71.67 feet to a point of curvature; thence along a curve to the left, this curve having a Radius of 916.31 feet, a Central Angle of 4°36'11", an Arc Length of 73.61 feet and a Chord Bearing of N 59°55'32" W for a distance of 73.59 feet to a point of tangency; thence leaving said curve on a bearing of N 62°13'38" W for a distance of 739.28 feet to a point of curvature; thence along a curve to the left, this curve having a Radius of 1,266.00 feet, a Central Angle of 10°37'33", an Arc Length of 234.79 feet and a Chord Bearing of N 67°32'34" W for a distance of 234.45 feet to a point of tangency; thence leaving said curve on a bearing of N 72°51'11" W for a distance of 230.25 feet to a point of curvature; thence along a curve to the right, this curve having a Radius of 826.54 feet, a Central Angle of 31°13'42" an Arc Length of 450.50 feet and a Chord Bearing of N 57°14'20" W for a distance of 444.94 feet to a point of tangency; thence leaving said curve on a bearing of N 41°37'29" W for a distance of 296.51 feet; thence N 34°54'47" W for a distance of 766.87 feet; thence N 33°09'53" W for a distance of 414.89 feet to a point of curvature; thence along a curve to the right, this curve having a Radius of 1,278.66 feet, a Central Angle of 18°05'01", an Arc Length of 403.57 feet and a Chord Bearing of N 24°07'23" W for a distance of 401.90 feet to a point of tangency; thence leaving said curve on a bearing of N 15°04'52" W for a distance of 127.46 feet to a point of curvature; thence along a curve to the left, this curve having a Radius of 633.78 feet, a Central Angle of 19°29'31", an Arc Length of 215.61 feet and a Chord Bearing of N 24°49'37" W for a distance of 214.57 feet to a point of tangency; thence leaving said curve on a bearing of N 34°34'23" W for a distance of 242.00 feet to a point of curvature; thence along a curve to the right, this curve having a Radius of 720.97 feet, a Central Angle of 13°37'31", an Arc Length of 171.45 feet and a Chord Bearing

of N 27°45'37" W for a distance of 171.05 feet to a point of tangency; thence leaving said curve on a bearing of N 20°56'52" W for a distance of 344.97 feet to a point of curvature; thence along a curve to the left, this curve having a Radius of 311.02 feet, a Central Angle of 81°16'57", an Arc Length of 441.23 feet and a Chord Bearing of N 61°35'21" W for a distance of 405.15 feet to a point of tangency; thence leaving said curve on a bearing of S 77°46'11" W for a distance of 155.43 feet to a point of curvature; thence along a curve to the right, this curve having a Radius of 726.77 feet, a Central Angle of 37°21'24", an Arc Length of 473.85 feet and a Chord Bearing of N 83°33'07" W for a distance of 465.50 feet to a point of tangency; thence leaving said curve on a bearing of N 64°52'25" W for a distance of 216.36 feet to a point of curvature; thence along a curve to the right, this curve having a Radius of 1,123.57 feet, a Central Angle of 13°50'32", an Arc Length of 271.44 feet and a Chord Bearing of N 57°57'09" W for a distance of 270.79 feet to a point of tangency; thence leaving said curve on a bearing of N 51°01'53" W for a distance of 379.66 feet to a point of curvature; thence along a curve to the right, this curve having a Radius of 1,638.72 feet, a Central Angle of 6°56'51", an Arc Length of 198.71 feet and a Chord Bearing of N 47°33'27" W for a distance of 198.58 feet to a point of tangency; thence leaving said curve on a bearing of N 44°05'02" W for a distance of 119.38 feet to a point of curvature; thence along a curve to the left, this curve having a Radius of 1,389.04 feet, a Central Angle of 19°43'21", an Arc Length of 478.14 feet and a Chord Bearing of N 53°56'43" W for a distance of 475.78 feet to a point of tangency; thence leaving said curve on a bearing of N 63°48'23" W for a distance of 346.34 feet to a point of curvature; thence along a curve to the right, this curve having a Radius of 1,600.94 feet, a Central Angle of 10°56'43", an Arc Length of 305.83 feet and a Chord Bearing of N 58°20'01" W for a distance of 305.36 feet to a point of tangency; thence leaving said curve on a bearing of N 52°51'40" W for a distance of 291.93 feet to a point of curvature; thence along a curve to the right, this curve having a Radius of 1,438.89 feet, a Central Angle of 27°01'30", an Arc Length of 678.69 feet and a Chord Bearing of N 39°20'55" W for a distance of 672.42 feet to a point of reverse curvature; thence along a curve to the left, this curve having a Radius of 620.95 feet, a Central Angle of 34°24'33", an Arc Length of 372.92 feet and a Chord Bearing of N 51°07'06" W for a distance of 367.34 feet to a point of tangency; thence leaving said curve on a bearing of N 68°19'22" W for a distance of 639.31 feet to a point of tangency; thence along a curve to the left, this curve having a Radius of 940.99 feet, a Central Angle of 12°16'19", an Arc Length of 201.55 feet and a Chord Bearing of N 74°27'31" W for a distance of 201.16 feet to a point of tangency; thence leaving said curve on a bearing of N 80°35'41" W for a distance of 236.18 feet to a point of curvature; thence along a curve to the left, this curve having a Radius of 475.59 feet, a Central Angle of 26°44'27", an Arc Length of 221.97 feet and a Chord Bearing of S 86°02'05" W for a distance of 219.96 feet to a point of tangency; thence leaving said curve on a bearing of S 72°39'52" W for a distance of 149.52 feet to a point of curvature; thence along a curve to the right, this curve having a Radius of 446.87 feet, a Central Angle of 33°11'53", an Arc Length of 258.92 feet and a Chord Bearing of S 89°15'48" W for a distance of 255.31 feet to a point of compound curvature; thence along a curve to the right, this curve having a Radius of 775.04 feet, a Central Angle of 34°29'30", an Arc Length of 466.57 feet and a Chord Bearing of N 56°53'30" W for a distance of 459.56 feet to a point of tangency; thence leaving said curve on a bearing of N 39°38'45" W for a distance of 53.67 feet to a point of curvature; thence along a curve to the left, this curve having a Radius of 518.64 feet, a Central Angle of 23°44'32", an Arc Length of 214.91 feet and a Chord Bearing of N 51°31'01" W for a distance of 213.38 feet to a point of tangency; thence leaving said curve on a bearing of N 63°23'17" W for a distance of 231.80 feet; thence N 60°32'27" W for a distance of 284.88 feet to a point of curvature; thence along a curve to the left, this curve having a Radius of 1,413.03 feet, a Central Angle

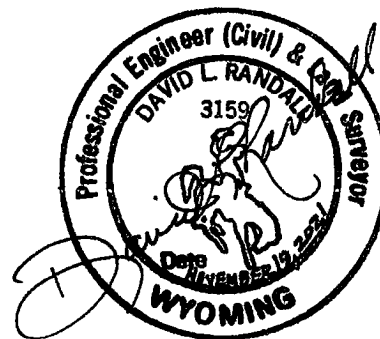
of 5°57'46", an Arc Length of 147.05 feet and a Chord Bearing of N 63°31'20" W for a distance of 146.99 feet to a point of tangency; thence leaving said curve on a bearing of N 66°30'13" W for a distance of 141.49 feet to a point of curvature; thence along a curve to the right, this curve having a Radius of 666.45 feet, a Central Angle of 23°45'44", an Arc Length of 276.40 feet and a Chord Bearing of N 54°37'21" W for a distance of 274.42 feet to a point of tangency; thence leaving said curve on a bearing of N 42°44'29" W for a distance of 189.12 feet to a point of curvature; thence along a curve to the left, this curve having a Radius of 449.33, a Central Angle of 40°30'08", an Arc Length of 317.63 feet and a Chord Bearing of N 62°59'33" W for a distance of 311.06 feet to a point of tangency; thence leaving said curve on a bearing of N 83°14'37" W for a distance of 338.54 feet to a point of curvature; thence along a curve to the right, this curve having a Radius of 1,364.52 feet, a Central Angle of 7°11'35", an Arc Length of 171.31 feet and a Chord Bearing of N 79°38'49" W for a distance of 171.19 feet to a point of tangency; thence leaving said curve on a bearing of N 76°03'02" W for a distance of 114.42 feet to a point of curvature; thence along a curve to the left, this curve having a Radius of 2,063.37 feet, a Central Angle of 3°03'08", an Arc Length of 109.92 feet and a Chord Bearing of N 77°34'36" W for a distance of 109.91 feet to a point of tangency; thence leaving said curve on a bearing of N 79°06'10" W for a distance of 106.73 feet to a point of curvature; thence along a curve to the right, this curve having a Radius of 668.31 feet, a Central Angle of 33°47'45", an Arc Length of 394.20 feet and a Chord Bearing of N 62°12'17" W for a distance of 388.51 feet to the point of terminus for this centerline.

The point of terminus bears N 49°35'20" E a distance of 1,748.47 feet from the West ¼ Corner of Section 24, Township 58 North, Range 85 West of the Sixth Principal Meridian, Sheridan County, Wyoming, said point of terminus lies on the East line of the SW¼NW¼ of said Section 24, Township 58 North, Range 85 West.

The East line of the SW¼NW¼ of Section 24 is the East line of the Walter R. and Patricia Ann Baker property at the time this description was generated.

Basis of bearing for this description is the Wyoming Coordinate System, NAD 1983, East Central Zone.

For the purposes of checking mathematical closure, the West ¼ Corner of Section 24, Township 58 North, Range 85 West, bears N 64°36'02" W a distance of 29,959.64 feet from the Southwest Corner of Section 35, Township 58 North, Range 84 West of the Sixth Principal Meridian, Sheridan County, Wyoming.





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FEES: \$63.00 PK EASEMENT
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

Exhibit "B"

Easement/Right-of-Way

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4839-4065-0862.1

