

## **CONVEYANCE OF ACCESS EASEMENT**

This Conveyance of Access Easement is entered into this 30<sup>th</sup> day of May, 2023, by and between Padlock Ranch Company, a Wyoming Corporation, of 8420 US Highway 14, Ranchester, Wyoming 82839 ("Grantor") and Anthony J. Poeschl and Debra L. Poeschl, Trustees of The Poeschl Family Revocable Trust Dated October 18, 2018, of PO Box 75, Decker, Montana 59025 ("Grantee").

WHEREAS, Grantee owns the following described land in Sheridan County, Wyoming: See **Exhibit A** attached hereto ("Grantee's Land"); and

WHEREAS, Grantor owns the following described land in Sheridan County, Wyoming, among other lands: See **Exhibit B** attached hereto ("Grantor's Land"); and

WHEREAS, Grantor's and Grantees' intention is to secure a legally-enforceable access route from Grantee's Land to a public right of way; and

WHEREAS, Grantor intends to convey to Grantee a permanent access easement across Grantor's Land for access to and for the benefit of Grantee's Land, subject to the terms and conditions set out herein.

NOW, THEREFORE, for good and valuable consideration, including the mutual promises and covenants contained herein, Grantor and Grantee agree as follows:

**1. Grant of Easement.** Grantor hereby grants and conveys to Grantee, and Grantee's successors and assigns, a nonexclusive access easement, thirty (30) feet in width, for the use and maintenance of an access road (the "Access Road"), over, across and through Grantor's Land, to and from Grantee's Land, for agricultural, recreational and residential purposes. The Access Road is intended to provide easement access to and from the public right of way known as Sheridan County Hidden Water Road (Sheridan County Road No.1235 and follows an existing historic roadbed which begins at the Grantee's property boundary and follows said roadbed to its intersection with the Sheridan County Hidden Water Road), **as described herein in Exhibit E and shown in Exhibit F**, then from said county road to the Grantor's property line at the Acme Interchange, **as described herein in Exhibit C and shown in Exhibit D**.

**2. Survey of Easement.** The legal description, described in metes and bound, and survey maps showing the location of the Access Road shall be provided by Grantee, at Grantee's sole expense, and are attached hereto and incorporated herein as **Exhibit C, Exhibit D, Exhibit E, and Exhibit F**.

**3. Construction and Reclamation.** To the extent that either party wishes to improve the Access Road, or any part of the route to/from Grantee's Land, either party may do so at its sole expense, or the parties may agree to share the expense of improvements on a case-by-case basis. However, under no circumstances will the Access Road be paved with concrete or asphalt.

#### **4. Terms of Use.**

A. The easement granted hereby shall not be fenced.

B. Cattle guards shall not be constructed or installed on the Access Road. Gates will be kept closed at the property line between the Grantor and Grantee where the Access Road intersects the property line.

C. Grantee and the heirs, successors and assigns of Grantee, consents to Grantor's locked gate at Grantors property line where the Access Road leaves the I-90 Acme interchange. Grantee shall have keys, combinations or multiple locks at the gate to avoid any interference with the access to and from Grantee's Land.

D. Access for industrial, non-agricultural commercial uses, or for the purpose of mineral production or extraction, including the mining of sand and gravel for commercial off-site sale, is not permitted. No rights outside of accessing the Grantee's property are conferred in this agreement. No parking, hunting, target shooting, or recreational use shall be allowed on the Access Road through the Grantor's Land by the Grantee, its agents or invitees as part of their use of the Access Road.

E. Grantor reserves the non-exclusive right, but not the obligation, to maintain and or improve the Access Road at its reasonable discretion so long as it does not render the Access Road less accessible by Grantee. If Grantee or its agents or invitees cause damage to the Access Road, then Grantee shall be liable to repair the damage, at Grantee's expense, back to the state of the road prior to

damage occurring within 30 days after receiving written notice from Grantor. Neither party shall be required to conduct snow removal for the benefit of the other party.

F. At no time shall this easement be construed to create a public roadway. If at any time, any portion of Grantee's Land is transferred to public ownership, this easement shall terminate as to such portion of Grantee's Land conveyed into public ownership.

G. The alignment of the Access Road shall not be materially changed by Grantee without Grantors' prior consent.

H. As consideration for the rights granted herein, Grantee shall, at Grantee's expense, fence the west and south sides of the NW¼SW¼ of Section 5, T57N, R84W, which is owned by Grantor but is currently fenced into Grantee's Land. The fence shall be constructed along the boundary line, as surveyed by Grantor, at Grantor's sole cost. The fence shall be a lawful fence as defined in Wyoming Statute § 11-28-102. Grantee acknowledges its prior use of this land has been with permission of Grantor.

5. **Release and Indemnity.** This easement is granted based on the express understanding that Grantee and Grantor, in accepting/conveying this easement, do hereby, on behalf of itself, and its agents, interests, successors and assignees, release the other party and agree to indemnify and hold the other and its successors harmless from all liability, loss, damage or claims, including costs and attorneys' fees, arising out of the use of the Access Road by the Grantee, or its agents, invitees, employees, assigns or successors in interest.

6. **Acknowledgement of Mineral Estate Ownership and Existing Mine Permit**  
Grantor has advised Grantee that Grantor does not own the coal underlying the easement granted hereby and that the easement is within the mine permit area for the Brook Coal Mine permitted by Ramaco Carbon, LLC. Grantor makes no representation as to the continued existence or utility of the easement granted hereby in the event Ramaco begins or conducts mining operations on the lands burdened by the easement and Grantee accepts the easement based on such understanding.

7. **Appurtenant to Benefitted Land; Limit on Division.** The easement conveyed hereby shall run with Grantee's Land and shall be for the benefit and use of the Grantee and the heirs, successors and assigns of Grantee.

8. **Governing Law.** This easement shall be governed by the laws of the State of Wyoming.

DATED this 30 of May, 2023.

GRANTOR:

PADLOCK RANCH COMPANY, a Wyoming Corporation

By: Hubert H. Patterson, III  
Hubert H. Patterson, III, CEO

GRANTEE:

The Poeschl Family Revocable Trust dated October 18, 2018

By: Anthony J. Poeschl  
Anthony J. Poeschl, Trustee

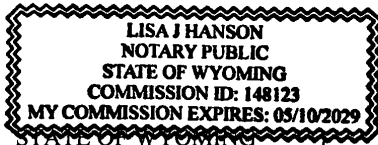
The Poeschl Family Revocable Trust Dated October 18, 2018

By: Debra L. Poeschl  
Debra L. Poeschl, Trustee

STATE OF WYOMING )  
COUNTY OF SHERIDAN )

The foregoing instrument was acknowledged before me this 30 day of May, 2023, by Hubert H. Patterson, III, CEO of Padlock Ranch Company, a Wyoming Corporation.

WITNESS my hand and official seal.

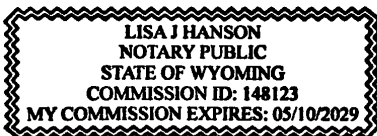


Lisa J. Hanson  
Notary Public  
My commission expires: May 10, 2029

STATE OF WYOMING )  
COUNTY OF SHERIDAN )

The foregoing instrument was acknowledged before me this 30 day of May, 2023, by Anthony J. Poeschl and Debra L. Poeschl, as Trustees of The Poeschl Family Revocable Trust Dated October 18, 2018.

WITNESS my hand and official seal.



Lisa J. Hanson  
Notary Public  
My commission expires: May 10, 2029

EXHIBIT A  
Grantee's Land

State of Wyoming, County of Sheridan  
Township 57 North, Range 84 West, 6<sup>th</sup> P.M.  
Section 5: SW $\frac{1}{4}$ SW $\frac{1}{4}$   
Section 6: SE $\frac{1}{4}$   
Section 7: NE $\frac{1}{4}$ NW $\frac{1}{4}$ , N $\frac{1}{2}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NE $\frac{1}{4}$   
Section 8: W $\frac{1}{2}$ NW $\frac{1}{4}$

EXHIBIT B  
Grantor's Land

State of Wyoming, County of Sheridan  
Township 57 North, Range 85 West, 6<sup>th</sup> P.M.  
Section 8 : NW $\frac{1}{4}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$ SW $\frac{1}{4}$ , SW $\frac{1}{4}$ SW $\frac{1}{4}$   
Section 20 : PT NW $\frac{1}{4}$ NW $\frac{1}{4}$ , PT NE $\frac{1}{4}$ NW $\frac{1}{4}$

## Exhibit "C"

A 30 Foot Wide Strip of Land situated in the N $\frac{1}{2}$ NW $\frac{1}{4}$  of Section 20, Township 57 North, Range 84 West of the Sixth Principal Meridian, Sheridan County, Wyoming lying 15 Feet on each side of a Centerline more particularly described as follows:

Beginning at a point on a jog in the North Right-of-Way of Interstate 90 at the "Acme" Interchange, said point bears S 59°24'36" E a distance of 1,935.82 feet from the Northwest Corner of said Section 20; thence leaving the North Right-of-Way of Interstate 90 on a bearing of N 55°38'48" W a distance of 432.34 feet to a point on a tangent curve to the right having a Radius of 110.00 feet, through a Central Angle of 80°58'29" with an Arc Length of 155.46 feet and a Chord Bearing of N 15°09'33" W and Chord Length of 142.84 feet to a point of tangency; thence N 25°19'41" E a distance of 200.43 feet to the point of terminus, said point being in the center of Hidden Water Road as established in the "Sheridan County Field Notes of Survey No. 17" Original Records on file in the Johnson County Office of the Clerk and Recorder, Johnson County, Wyoming, said point bears S 72°43'52" E a distance of 1,421.98 feet from the Northwest Corner of said Section 20.

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

# EXHIBIT "D"

## LOCATION of ACCESS EASEMENT

to serve PROPERTY owned by  
THE POESCHL FAMILY REVOCABLE TRUST, DATED OCTOBER 18, 2018  
across lands owned by  
PADLOCK RANCH COMPANY

situated in the  
N $\frac{1}{2}$ NW $\frac{1}{4}$  of SECTION 20,  
TOWNSHIP 57 NORTH, RANGE 84 WEST  
of the  
SIXTH PRINCIPAL MERIDIAN,  
SHERIDAN COUNTY, WYOMING

for  
THE POESCHL FAMILY REVOCABLE TRUST,  
DATED OCTOBER 18, 2018

P.O. BOX 75  
DECKER, MONTANA 59025



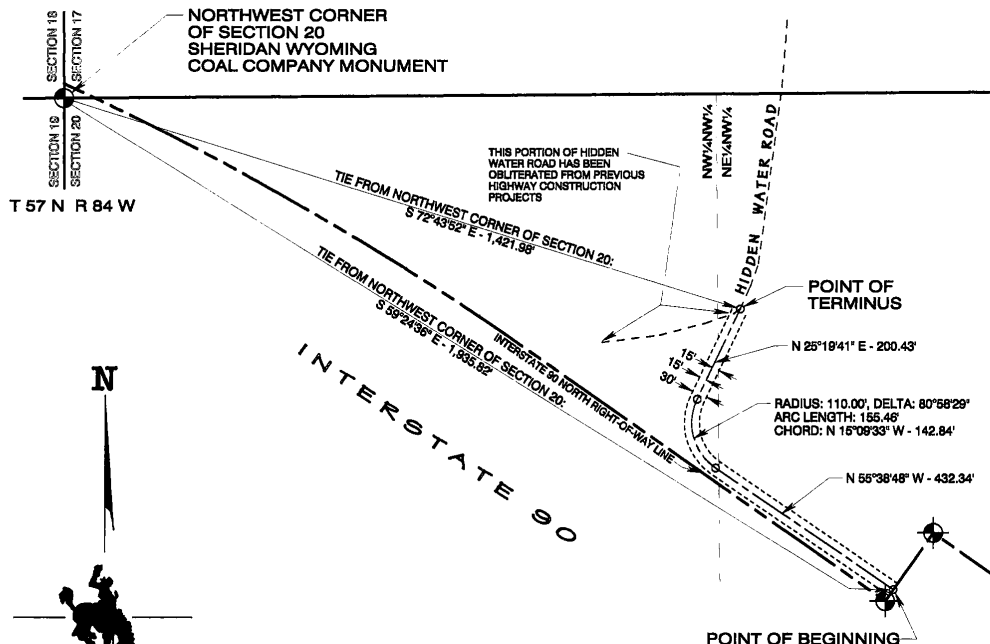
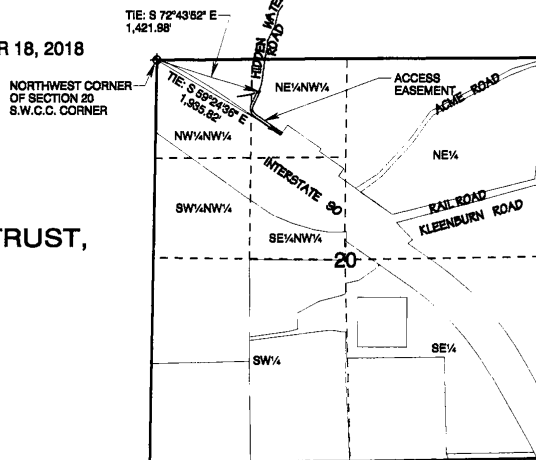
2023-785844 6/1/2023 3:29 PM PAGE: 6 OF 8

FEES: \$33.00 PK EASEMENT

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

## LOCATION

SCALE: 1" = 2000'



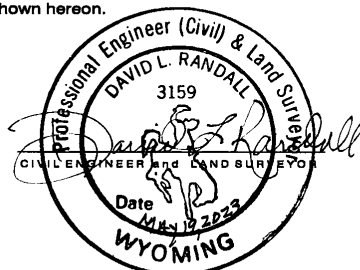
## CERTIFICATE of SURVEYOR

State of Wyoming } ss  
County of Sheridan }

I, David L. Randall, of Sheridan, Wyoming being a duly registered Professional Engineer and Land Surveyor in the State of Wyoming do hereby certify that this map was made from field notes of an actual survey performed by me or under my direct supervision in September and October of 2022, and March of 2023, from records on file in the Sheridan County Clerk's office, from records on file in the Johnson County Clerk's Office, from Wyoming Highway Department records and from historic aerial photographs.

This map correctly represents all data shown hereon.

Registration No. 3159 PE & LS



DRAWN BY REX RANDALL - MAY 18, 2023  
RANDALL ENGINEERING SURVEYS - SHERIDAN, WYOMING

SCALE: 1" = 300'

BASIS OF BEARING IS WYOMING  
STATE PLANE (EAST CENTRAL ZONE).

## Exhibit "E"

A 30 Foot Wide Strip of Land situated in the W $\frac{1}{4}$ SW $\frac{1}{4}$  and the SE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 8, Township 57 North, Range 84 West of the Sixth Principal Meridian, Sheridan County, Wyoming lying 15 Feet on each side of a Centerline more particularly described as follows:

Beginning at a point on the East-West Centerline of said Section 8 also being on the South line of a Tract of Land currently owned by the Poeschl Family Revocable Trust, Dated October 18, 2018, said point bears N 89°39'23" E a distance of 1,029.50 feet from the West  $\frac{1}{4}$  Corner of said Section 8; thence leaving the East-West Centerline of Section 8 on a bearing of S 0°19'18" E a distance of 48.51 feet to a point; thence S 8°25'27" E a distance of 305.25 feet to a point on a tangent curve to the right having a Radius of 450.00 feet, through a Central Angle of 37°57'29" with an Arc Length of 298.12 feet and a Chord Bearing of S 10°33'17" W and Chord Length of 292.70 feet to a point of tangency; thence S 29°32'02" W a distance of 219.83 feet to a point on a tangent curve to the left having a Radius of 500.00 feet, through a Central Angle of 29°32'02" with an Arc Length of 257.73 feet and a Chord Bearing of S 14°46'01" W and Chord Length of 254.89 feet to a point of Compound Curvature; thence through a tangent curve to the left having a Radius of 300.00 feet, through a Central Angle of 25°10'36" with an Arc Length of 131.82 feet and a Chord Bearing of S 12°35'18" E and Chord Length of 130.77 feet to a point of tangency; thence S 25°10'36" E a distance of 153.40 feet to a point, thence S 12°43'18" E a distance of 163.55 feet to a point; thence S 23°42'23" E a distance of 173.30 feet to a point on a tangent curve to the right having a Radius of 450.00 feet, through a Central Angle of 17°54'09" with an Arc Length of 140.61 feet and a Chord Bearing of S 14°45'19" E and a Chord Length of 140.03 feet to a point of tangency; thence S 5°48'14" E a distance of 86.86 feet to a point on a tangent curve to the left having a Radius of 150.00 feet, through a Central Angle of 45°43'40" with an Arc Length of 119.71 feet and a Chord Bearing of S 28°40'04" E and a Chord Length of 116.56 feet to a point of tangency; thence S 51°31'54" E a distance of 193.35 feet to a point; thence S 64°01'57" E a distance of 238.39 feet to a point on a tangent curve to the right having a Radius of 450.00 feet, through a Central Angle of 25°38'50" with an Arc Length of 201.43 feet and a Chord Bearing of S 51°12'32" E and a Chord Length of 199.76 feet to the point of terminus, said point being in the center of Hidden Water Road as established in the "Sheridan County Field Notes of Survey No. 17" Original Records on file in the Johnson County Office of the Clerk and Recorder, Johnson County, Wyoming, said point bears S 35°37'47" E a distance of 2,864.60 feet from the West  $\frac{1}{4}$  Corner of said Section 8.

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

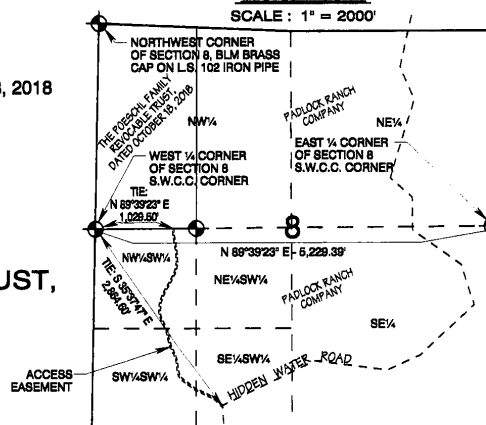
# EXHIBIT "F"

## LOCATION of ACCESS EASEMENT

showing  
to serve PROPERTY owned by  
**THE POESCHL FAMILY REVOCABLE TRUST, DATED OCTOBER 18, 2018**  
across lands owned by  
**PADLOCK RANCH COMPANY**  
situated in the  
**W $\frac{1}{2}$ SW $\frac{1}{4}$  and the SE $\frac{1}{4}$ SW $\frac{1}{4}$  of SECTION 8,**  
**TOWNSHIP 57 NORTH, RANGE 84 WEST**  
of the  
**SIXTH PRINCIPAL MERIDIAN,**  
**SHERIDAN COUNTY, WYOMING**  
for  
**THE POESCHL FAMILY REVOCABLE TRUST,**  
**DATED OCTOBER 18, 2018**  
P.O. BOX 75  
DECKER, MONTANA 59025

## LOCATION

SCALE: 1" = 2000'



THE POESCHL FAMILY REVOCABLE TRUST,  
DATED OCTOBER 18, 2018

WARRANTY DEED DATED MARCH 11, 2020  
RECEPTION NUMBER: 2020-756478

TOWNSHIP 57 NORTH, RANGE 84 WEST

TIE: N 89°39'23" E - 1,029.50'

POINT OF  
BEGINNING

YELLOW T-POST

WEST 1/4 CORNER OF SECTION 8,  
TOWNSHIP 57 NORTH, RANGE 84 WEST  
S.W.C.C. CORNER LEAD CAP IN 2" PIPE

TIE: S 35°37'47" E - 2,864.60'

S 0°19'18" E  
48.51'

RADIUS: 450.00', DELTA: 37°57'29"  
ARC LENGTH: 288.12'  
CHORD: S 10°33'17" W - 292.70'

RADIUS: 500.00', DELTA: 29°32'02"  
ARC LENGTH: 257.73'  
CHORD: S 14°46'01" W - 254.89'

RADIUS: 300.00', DELTA: 25°10'36"  
ARC LENGTH: 131.82'  
CHORD: S 12°35'18" E - 130.77'

**NO. 2023-785844 EASEMENT**  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK  
PENCE AND MACMILLAN LLC PO BOX 1285  
LARAMIE WY 82073

**PADLOCK RANCH COMPANY**  
DEED DATED JUNE 24, 1998  
BOOK 393 OF DEEDS, PAGE 535

S 23°42'23" E  
173.30'

S 25°10'36" E  
153.40'

S 12°43'18" E  
163.65'

RADIUS: 450.00', DELTA: 17°54'09"  
ARC LENGTH: 140.81'  
CHORD: S 14°45'19" E - 140.03'

S 5°48'14" E  
88.68'

RADIUS: 150.00', DELTA: 45°43'40"  
ARC LENGTH: 119.71'  
CHORD: S 28°40'04" E - 118.56'

RADIUS: 450.00', DELTA: 25°38'50"  
ARC LENGTH: 201.43'  
CHORD: S 51°12'32" E - 199.76'

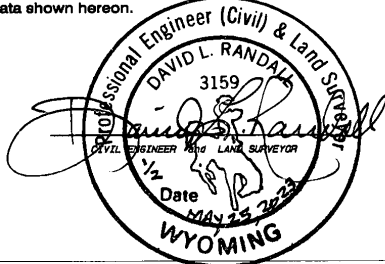
POINT OF  
TERMINUS

HIDDEN WATER ROAD

## CERTIFICATE of SURVEYOR

State of Wyoming } ss  
County of Sheridan }

I, David L. Randall, of Sheridan, Wyoming being a duly registered Professional Engineer and Land Surveyor in the State of Wyoming do hereby certify that this map was made from field notes of an actual survey performed by me or under my direct supervision in September and October of 2022, from records on file in the Sheridan County Clerk's office and from records on file in the Johnson County Clerk's Office.  
This map correctly represents all data shown hereon.



Registration No. 3159 PE & LS

REVISED - MAY 25, 2023  
DRAWN BY REX RANDALL - OCTOBER 21, 2022  
RANDALL ENGINEERING SURVEYS - SHERIDAN, WYOMING

2023-785844 6/1/2023 3:29 PM PAGE: 8 OF 8  
FEES: \$33.00 PK EASEMENT  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK