

IRRIGATION PIPELINE EASEMENT

For value received, **F Lazy Y Ranch, LLC, a Wyoming close limited liability company** ("Grantor"), whose address is 1451 Thomas Drive, Sheridan, WY 82801, does hereby grant and convey to **KJC Development, LLC, a Wyoming limited liability company**, whose address is P.O. Box 834, Douglas, WY 82633, its successors and assigns ("Grantee"), a nonexclusive irrigation pipeline easement ("Easement") on the land described as follows:

See Exhibit "A", attached hereto and incorporated herein by this reference.

A. Grant of Easement. Grantor grants to Grantee the Easement identified in **Exhibit "A"**, as depicted on **Exhibit "B"**, **attached hereto and incorporated herein by reference**, for the purpose of providing Grantee with the right to operate, maintain, repair, and replace an existing water irrigation pipeline for the purpose of conveying irrigation water to Grantee's lands depicted on **Exhibit "B"**, **Exhibit "C"** (Sheridan County Clerk Document Number 2021-771409), and on **Exhibit "D"**, **each attached hereto and incorporated herein by reference** ("Grantee's lands"). Grantee accepts the Easement in **"AS IS"** condition, without any responsibility of Grantor for improvement, construction, repairs, or alterations thereto, except as provided expressly herein.

B. Nonexclusive, Perpetual Easement. The Easement shall be a nonexclusive, perpetual appurtenant easement and shall run with and benefit Grantee's lands, which Grantor had previously conveyed to Grantee.

C. Grantor Use of Pipeline. Grantee acknowledges that this Easement is nonexclusive and shall not preclude Grantor from using the existing water irrigation pipeline or from granting the right to other persons and parties to use the pipeline. Grantee shall obtain written consent from Grantor, which consent shall not be unreasonably withheld, prior to any material change in the use of or replacement of the existing water irrigation pipeline. This Easement is not intended to diminish the right of Grantor, and its successors and assigns, to continue utilizing the existing pipeline to convey water to lands owned by Grantor.

D. Fencing and Improvements; Restrictions on Use. Grantee may not fence the Easement area unless otherwise agreed to by Grantor. Grantee shall not cut or damage any fences, cattleguards or other improvements of Grantor. Grantee will not store or park any vehicles or material on the Easement. Grantee may not use the rights granted herein for recreational purposes, including but not limited to hunting, camping, fishing, or other uses of the lands that are not consistent with the stated purposes of this Easement. Grantee shall not enter upon, disturb, or otherwise use any land owned by Grantor, its successors and assigns, which is not within the described Easement area.

E. Miscellaneous Rights/Obligations. In addition to any other rights and obligations of the parties expressed under this Easement, Grantee and Grantor agree as to the following rights and obligations between them:

1. As depicted on attached **Exhibit "C"**, the pipeline from the point of entry to Grantee's lands, continuing easterly to Upper Road (Sheridan County Road No. 113) shall be maintained, repaired and replaced if necessary by Grantee at its sole cost and expense.

2. Grantor shall install a new Tee section on the pipeline at the southeast corner of Lot 1 of the Jeffries Draw Subdivision, and an extension pipe and valve south of such Tee section on Grantor's lands, for use of irrigation water on Grantor's lands, all as depicted on attached **Exhibit "D"**. Such new Tee section and valve, and any associated infrastructure, installed by Grantor shall be the responsibility and the sole and separate property of Grantor, being maintained, repaired and replaced if necessary by Grantor at its sole expense.

3. The part of the water irrigation pipeline located east of Grantee's lands shall be operated and maintained by Grantor, at its sole expense.

4. As depicted on attached **Exhibit "B"**, a water flow meter has been installed on the pipeline near the Meter Pit Area to allow for water flow monitoring by Colorado Colony Ditch Company. The responsibility for, and the cost and expense of, maintaining and replacing any such meter shall be the equal responsibility of Grantor and Grantee.

5. As depicted on attached **Exhibit "D"**, a 12" x 12" x 8" Tee section and a water flow meter shall be installed at the new pipeline intersection entering Grantee's lands from Grantor's lands, together with a new 12" valve on the easterly pipeline, and a new flow meter and 8" valve on the northerly pipeline, so that Grantor and Grantee can monitor such water flow in each direction. Further, Grantee shall remove the existing pipeline and risers, and replace them with a 12" PVC pipe for a distance extending westerly from Upper Road (Sheridan County Road No. 113) approximately 760 feet (but no more than 900 feet), at the location depicted on **Exhibit "D"**. The sole responsibility for, and the cost and expense of, installing, maintaining and replacing any such Tee sections, valves and meter shall be that of Grantee. Further, Grantor may install a new Tee section along such 12" pipeline at a time and at a location in the sole discretion of Grantor. The responsibility for, and cost and expense of, installing, maintaining and replacing such new Tee section shall be that of Grantor.

6. Any water flow meters placed by Grantor east and south of Grantee's lands shall be installed, operated, maintained and replaced by Grantor, and its water users on the lands serviced by the pipeline, at Grantor's sole cost and expense.

F. **Indemnification and Hold Harmless.** Grantee, and its successors and assigns, shall indemnify, defend, and hold harmless Grantor and Grantor's members, managers, successors, assigns, agents, employees and representatives from any and all claims, demands, or causes of action arising out of the use of the irrigation pipeline and of the Easement area by Grantee or Grantee's invitees, successors or assigns, or arising out of the granting of this Easement. Grantee, and its successors and assigns, release Grantor, its members, managers, employees, agents, successors, assigns and representatives from any and all liability for damages arising out of Grantee's use of the irrigation pipeline and of the Easement area.

G. **Binding Effect; Applicable Law.** This Easement is binding upon the successors and assigns of the parties. This Easement shall be construed according to the laws of the State of Wyoming.

DATED this ____ day of April, 2022.

GRANTOR:

**F LAZY Y RANCH, LLC, a Wyoming
close limited liability company**

By: Patricia F. Drake
Patricia F. Drake, as Trustee of the Dean
G. Fox Revocable Trust, dated 4/16/1992,
as amended

GRANTEE:

**KJC Development, LLC, a Wyoming
limited liability company**

By: [Signature]
Title: Manager

By: Patricia F. Drake
Patricia F. Drake, as Trustee of the Patricia
B. Fox Revocable Trust, dated 4/16/1992,
as amended and restated

MEMBERS

STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this 8th day of April, 2022, by Patricia F. Drake, as Trustee of the Dean G. Fox Revocable Trust, dated 4/16/1992, as amended, and of the Patricia B. Fox Revocable Trust, dated 4/16/1992, as amended and restated, as Members of F Lazy Y Ranch, LLC, a Wyoming close limited liability company, Grantor.

WITNESS my hand and official seal,



[Signature]
Notary Public

My Commission Expires: _____

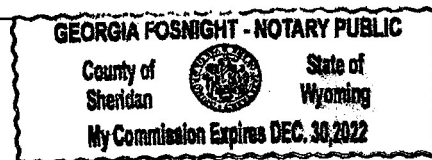
STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this _____ day of April, 2022, by Justin Andreen, as Manager of KJC Development, LLC, a Wyoming limited liability company

WITNESS my hand and official seal.

[Signature]
Notary Public

My Commission Expires: 12/30/22



LEGAL DESCRIPTION EXHIBIT "A"

Record Owners: F LAZY Y RANCH, LLC
March 4, 2022

Re: 16.0' Irrigation Pipeline Easement

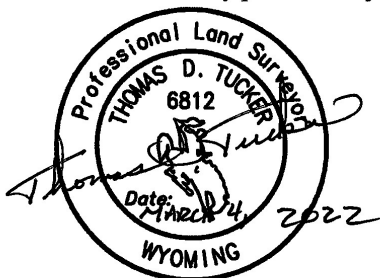
An irrigation pipeline easement sixteen (16.0) feet wide, being eight (8.0) feet, each side of the following described centerline situated in the NE¼SW¼ and the NW¼SE¼ of Section 17, Township 55 North, Range 84 West, 6th P.M., Sheridan County, Wyoming, as shown on **EXHIBIT "B"** attached hereto and by this reference made a part hereof; said centerline being more particularly described as follows:

Commencing at the west quarter corner of said Section 17 (Monumented with a 1½" Aluminum Cap per PLS 529); thence S76°53'13"E, 2206.05 feet to the **POINT OF BEGINNING** of said easement; thence S74°48'03"E, 38.00 feet along said centerline to a point; thence N14°08'47"E, 103.69 feet along said centerline to a point; thence N06°02'26"E, 120.78 feet along said centerline to a point; thence, along said centerline through a curve to the right having a central angle of 65°55'59", a radius of 425.00 feet, an arc length of 489.07 feet, a chord bearing of N39°00'25"E, and a chord length of 462.53 feet to a point, said point being eight (8.0) feet south of the south line of Lot 12, Jeffries Draw Subdivision; thence N88°13'55"E, 137.58 feet, eight (8.0) feet south of and parallel to said south line of Jeffries Draw Subdivision along said centerline to a point, said point being eight (8.0) feet south of the northwest corner of said NW¼SE¼ (Monumented with a 3¼" Aluminum Cap per PLS 6812); thence, continue N88°13'55"E, 367.42 feet, eight (8.0) feet south of and parallel to said south line of Jeffries Draw Subdivision along said centerline to the **POINT OF TERMINUS** of said easement, said point being eight (8.0) feet south of the south line of Lot 9, Jeffries Draw Subdivision, and being S88°00'58"W, 2199.26 feet from the east quarter corner of said Section 17 (Monumented with a 2" Aluminum Cap per PLS 6812).

Said irrigation pipeline easement contains 20,105 square feet of land, more or less.
Bearings are Based on the Wyoming Coordinate System, NAD 1983, East Central Zone.

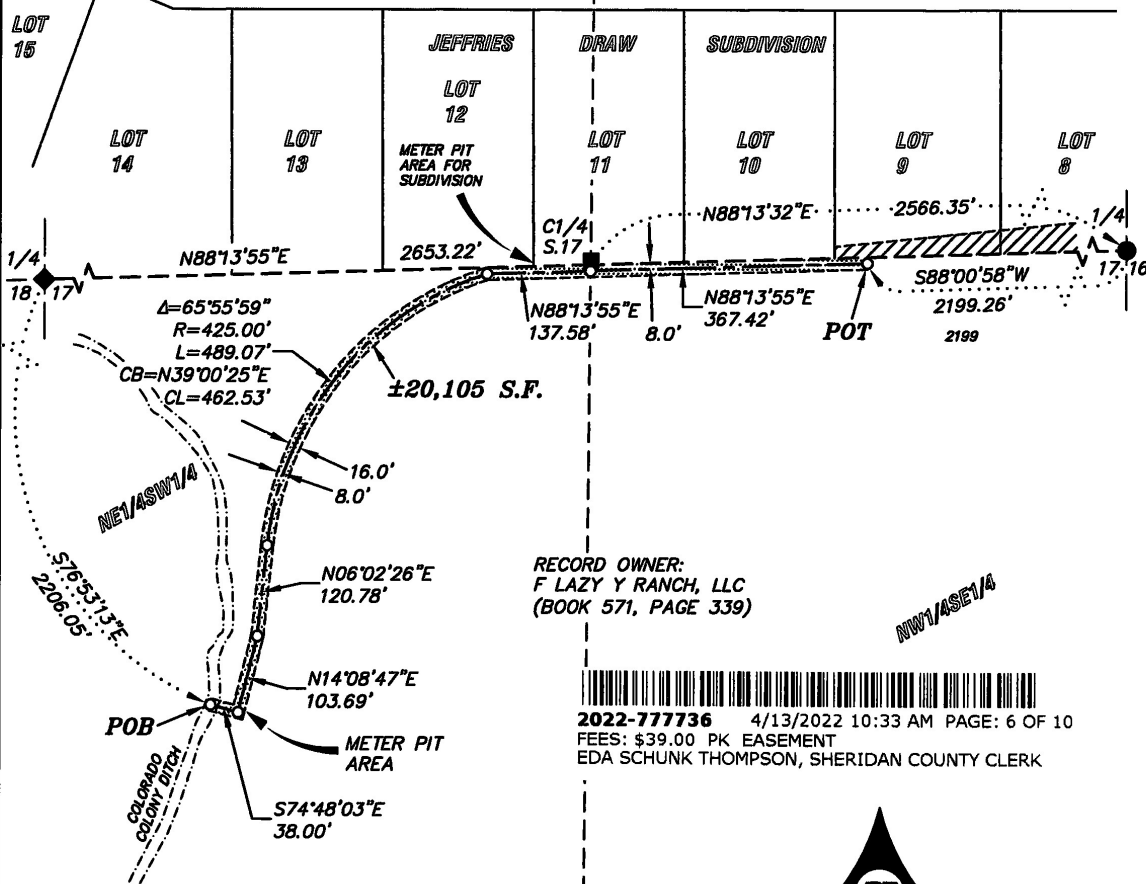
SURVEYOR'S STATEMENT

I, Thomas D. Tucker, do hereby state that this legal description was prepared from notes taken during an actual field survey performed by me or under my direct supervision.



Modification in any way of the above or foregoing legal description terminates liability of surveyor.

PICCARD ROAD



2022-777736 4/13/2022 10:33 AM PAGE: 6 OF 10
FEES: \$39.00 PK EASEMENT
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

LEGEND:

- ◆ FOUND 1-1/2" ALUMINUM CAP PER PLS 529
- FOUND 3-1/4" ALUMINUM CAP PER PLS 6812
- FOUND 2" ALUMINUM CAP PER PLS 6812
- CALCULATED: NOTHING FOUND/NOTHING SET
- POB POINT OF BEGINNING
- POT POINT OF TERMINUS
- SUBDIVISION/LOT LINE
- - - SECTION LINE
- - - INTERIOR SECTION LINE
- - - COLORADO COLONY DITCH
- - - CENTERLINE IRRIGATION PIPELINE EASEMENT
- - - IRRIGATION PIPELINE EASEMENT LINE



16.0' IRRIGATION PIPELINE EASEMENT (±20,105 S.F.)



IRRIGATION PIPELINE EASEMENT (2021-771409)



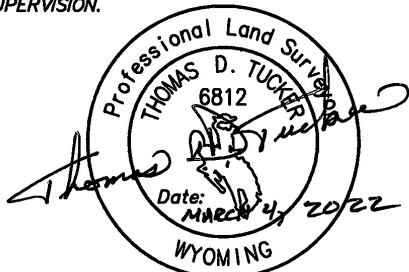
SCALE: 1"=200'

BEARINGS ARE BASED ON THE WYOMING COORDINATE
SYSTEM NAD 1983, EAST CENTRAL ZONE
DATUM: NAD 83(1983), NAVD 88 (U.S. SURVEY FEET)
DAF: 1.000235
DISTANCES ARE SURFACE

SURVEYOR'S CERTIFICATE

STATE OF WYOMING :ss
COUNTY OF SHERIDAN

I, THOMAS D. TUCKER, A DULY REGISTERED LAND
SURVEYOR IN THE STATE OF WYOMING, DO HEREBY
STATE THAT THIS PLAT REPRESENTS THE RESULTS
OF A SURVEY MADE BY ME OR UNDER MY DIRECT
SUPERVISION.



"PLAT IS VALID ONLY IF PRINT HAS
ORIGINAL SIGNATURE OF SURVEYOR SIGNED AND DATED"

EXHIBIT "B" 16.0' IRRIGATION PIPELINE EASEMENT

CLIENT: KJC DEVELOPMENT, LLC

LOCATION: NE1/4SW1/4 & NW1/4SE1/4, SECTION 17, T55N,
R84W, 6TH P.M., SHERIDAN COUNTY, WYOMING

RESTFELDT
SURVEYING
2340 WETLANDS DR., SUITE 100
PO BOX 3082
SHERIDAN, WY 82801
307-672-7415

JN: 2021-010 SJ: 5
DN: 2021-SJ5-IRRIG
TAB: IRRIG
PF: T2021-010
REVIEWED BY: JSP & CT
MARCH 04, 2022

IRRIGATION PIPELINE EASEMENT

KJC Development, LLC, a Wyoming limited liability company, hereinafter referred to as Grantor, does hereby dedicate an easement for an existing irrigation pipeline, upon lands situate in Jeffries Draw Subdivision in Sheridan County, described as follows:

See Exhibit "A" attached hereto and as depicted on Exhibit "B" together with the right of ingress and egress to, from and along said line for the purposes of repairing, maintaining, and/or improving the pipeline, which easement and rights shall continue in perpetuity.

Grantor, for itself and its successors and assigns, agrees not to build, create or construct any obstructions, works or other structure which would impede construction, use, maintenance or repair of said irrigation pipeline within the easement, or permit the same to be done by others.

The terms, conditions and provisions hereof shall extend to and be binding upon the heirs, executors, administrators or personal representatives, successors or assigns of Grantor, and shall run with the land.

Dated this 6 day of August, 2021.

KJC Development, LLC


By: Kyle Harris, its designated agent
and authorized representative

State of Wyoming)
)ss
County of Sheridan)

The foregoing instrument was acknowledged before me this 6th day of August, 2021, by Kyle Harris, as designated agent and authorized representative of KJC Development, LLC, a Wyoming limited liability company.

Witness my hand and official seal.

My Commission expires:

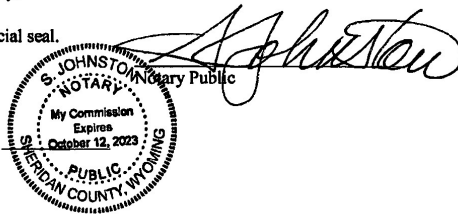


EXHIBIT "C"



2022-777736 4/13/2022 10:33 AM PAGE: 8 OF 10
FEES: \$39.00 PK EASEMENT
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

2021-771409 8/6/2021 3:12 PM PAGE: 2 OF 3
FEES: \$18.00 DO EASEMENT
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

**LEGAL DESCRIPTION
EXHIBIT "A"**

Record Owners: KJC DEVELOPMENT, LLC
July 7, 2021

Re: Irrigation Easement

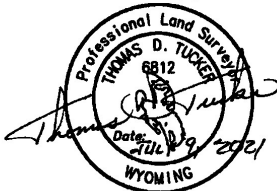
An irrigation easement situated in Lot 2 thru Lot 9, and a portion of Boeing Road, Jeffries Draw Subdivision, Sheridan County, Wyoming, as shown on **EXHIBIT "B"** attached hereto and by this reference made a part hereof; said easement being more particularly described as follows:

Commencing at the southeast corner of said Jeffries Draw Subdivision (Monumented with a 3/4" Aluminum Cap per PLS 6812); thence N89°30'25"W, 380.19 feet to the **POINT OF BEGINNING** of said easement, said point being fifteen (15.0) feet north of the south line of said Lot 2, Jeffries Draw Subdivision; thence S88°13'55"W, 1321.52 feet, fifteen (15.0) feet north of said south line of Jeffries Draw Subdivision to a point, said point lying on the east right-of-way line of Boeing Road; thence, continue S88°13'55"W, 60.02 feet, fifteen (15.0) feet north of said south line of Jeffries Draw Subdivision to a point, said point lying on the west right-of-way line of said Boeing Road; thence S88°13'55"W, 450.18 feet, fifteen (15.0) feet north of said south line of Jeffries Draw Subdivision to a point, said point lying on the west line of said Lot 9, Jeffries Draw Subdivision and being N00°08'50"W, 15.01 feet from the southwest corner of said Lot 9; thence N84°10'35"E, 452.22 feet to a point, said point lying on said west right-of-way line of Boeing Road; thence N89°29'23"E, 60.00 feet to a point, said point lying on said east right-of-way line of Boeing Road; thence, continue N89°29'23"E, 1215.02 feet to a point, said point lying on the west line of said Lot 2, Jeffries Draw Subdivision; thence S89°36'35"E, 106.00 feet to the **POINT OF BEGINNING** of said easement.

Said irrigation easement contains 30,352 square feet or 0.70 acres of land, more or less.
Bearings are Based on the Wyoming Coordinate System, NAD 1983, East Central Zone.

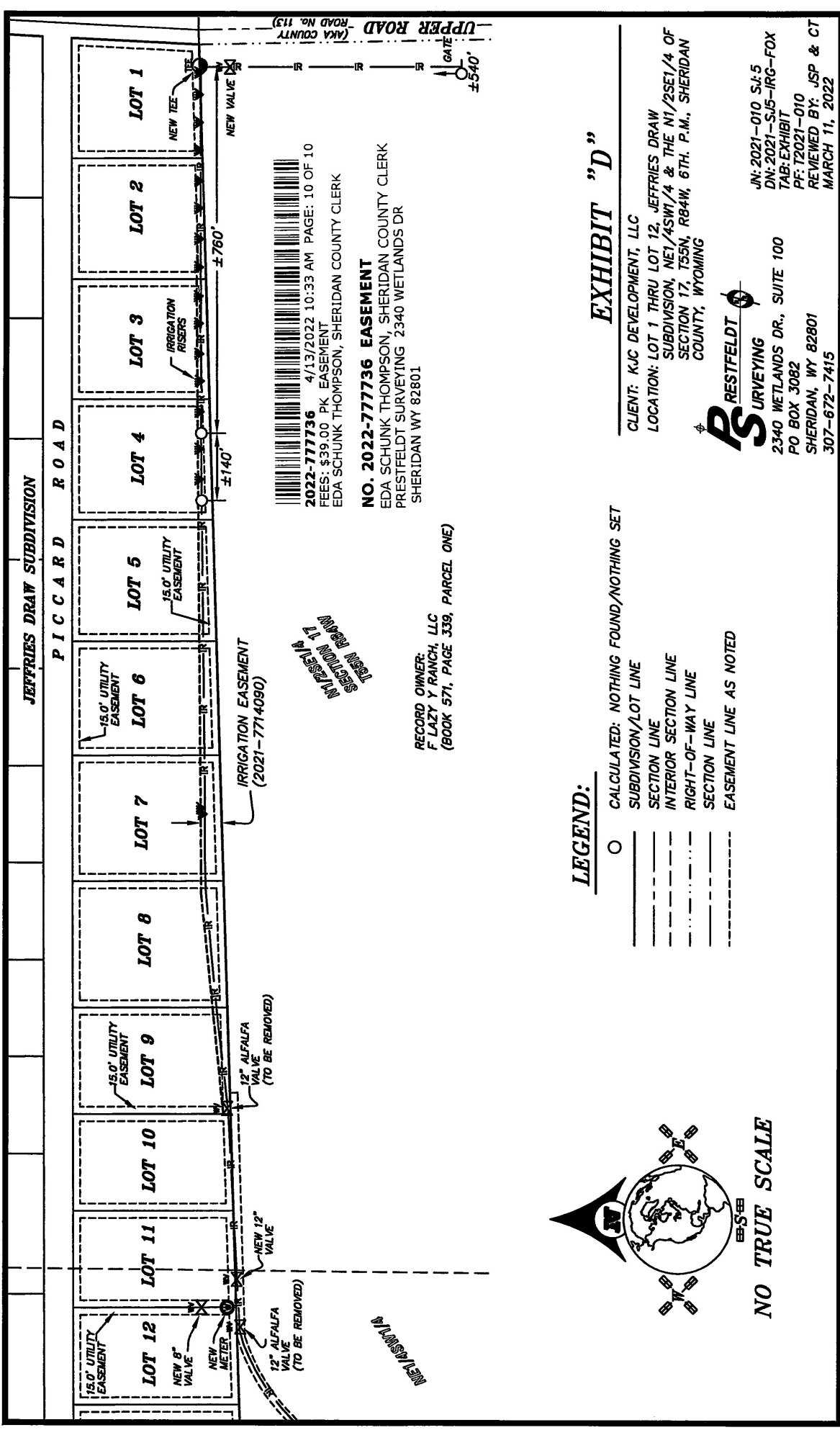
SURVEYOR'S STATEMENT

I, Thomas D. Tucker, do hereby state that this legal description was prepared from notes taken during an actual field survey performed by me or under my direct supervision.



Modification in any way of the above or foregoing legal description terminates liability of surveyor.

NO. 2021-771409 EASEMENT
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
SHERIDAN COUNTY TITLE INSURANCE AG 23 S MAIN STREET
SHERIDAN WY 82801



2022-777736 4/13/2022 10:33 AM PAGE: 10 OF 10
FEES: \$39.00 PK EASEMENT
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

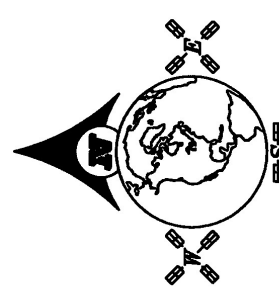
NO. 2022-777736 EASEMENT
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
PRESTFELDT SURVEYING 2340 WETLANDS DR
SHERIDAN WY 82801

RECORD OWNER:
F LAZY Y RANCH, LLC
(BOOK 571, PAGE 339, PARCEL ONE)

NE 1/4 SW 1/4
SECTION 17
T55N R84W

LEGEND:

- CALCULATED: NOTHING FOUND/NOTHING SET
- SUBDIVISION/LOT LINE
- SECTION LINE
- INTERIOR SECTION LINE
- RIGHT-OF-WAY LINE
- SECTION LINE
- EASEMENT LINE AS NOTED



NO TRUE SCALE

EXHIBIT "D"

CLIENT: KJC DEVELOPMENT, LLC
LOCATION: LOT 1 THRU LOT 12, JEFFRIES DRAW
SUBDIVISION, NE1/4SW1/4 & THE N1/2SE1/4 OF
SECTION 17, T55N, R84W, 6TH. P.M., SHERIDAN
COUNTY, WYOMING



PRESTFELDT SURVEYING
2340 WETLANDS DR., SUITE 100
PO BOX 3082
SHERIDAN, WY 82801
307-672-7415

JN: 2021-010 S&S
DN: 2021-SJ5-IRG-FOX
TAB: EXHIBIT
PF: T2021-010
REVIEWED BY: JSP & CT
MARCH 11, 2022