

ACCESS EASEMENT

THIS ACCESS EASEMENT ("Easement") is made this 17 day of August, 2021, by and between JW, LLC, a Wyoming limited liability company with an address of 4 Deer Haven Drive, Sheridan, Wyoming 82801 (collectively "Grantor") and June Eisele Warren, Trustee of the June Eisele Warren Revocable Living Trust, dated June 20, 2004 (collectively "Grantee").

WHEREAS, Grantor is the owner of certain real property located in Section 11 and Section 12 of Township 55 N, Range 84 West of Sheridan County, Wyoming and legally described as:

See Exhibit A – attached hereto and fully incorporated

("Grantor's Property");

WHEREAS, Grantee is owner of certain real property which is due South of the Grantor's Property and specifically known as

A tract of land situated in the NE/4 of Section 11 and the W/2 of Section 12, Township 55 North, Range 84 West of the 6th P.M., Sheridan County Wyoming more specifically set forth in Exhibit B.

("Grantee's Property"); and

WHEREAS, Grantor is willing to grant to Grantee the following easement and Grantee is desirous of obtaining such easement.

NOW THEREFORE, in consideration of Ten Dollars (\$10.00), the recitals set forth above, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **GRANT OF EASEMENT.** Subject to the terms set forth herein, Grantor hereby grants and conveys unto Grantee an access easement across the Easement Parcel, being a portion of Grantor's Property, for the purposes of ingress to and egress from and to Grantee's Property, with said Easement Parcel as shown on **Exhibit "C"**, attached hereto and made a part herein which contains the easement legal description.

2. **RESERVATION OF RIGHTS.** Grantor reserves unto itself all rights in the Easement Parcel for any purpose or purposes that do not interfere with the use of the easement granted herein, and to create and grant such other easements, rights and privileges in, on, under, or across the Easement Parcel as consistent with this easement including irrigation water being sprayed on the Easement Parcel via a pivot and pivot overhang of equipment.

3. **IMPROVEMENT, MAINTENANCE AND REPAIR TO EASEMENT PARCEL.** At Grantee's sole expense, Grantee may improve the road along the Easement Parcel and will maintain the road surface in passable condition and make reasonable repairs to it. Grantee agrees to pay for all of the

costs of construction of the access road including the repair of any fences and gates. The Grantor is not liable for the maintenance, repair or replacement of the Easement Parcel.

4. **RECORDING.** This Easement and any amendments hereto shall be recorded in the Records Office of the Sheridan County Clerk.

5. **RUNNING OF BENEFITS AND BURDENS; SAVINGS CLAUSE.** All provisions of this Easement, including the benefits and burdens, are appurtenant to and run with the land and are binding upon and inure to the benefit of the successors and assigns of the parties hereto. This Easement constitutes the entire Easement between the parties relating to the above-described easement, maintenance rights and duties and costs of construction and repair. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Easement are of no force and effect. Any amendment to this Easement shall be of no force and effect unless it is in writing and signed by the parties hereto and properly recorded.

6. **DESCRIPTION OF EASEMENT PARCEL.** The parties hereby declare and agree that the Easement Parcel description contained herein is specifically described and sufficient to locate the Easement Parcel and that their successors and assigns shall not object to or contest the adequacy of the description of the Easement Parcel contained herein. In furtherance thereof, each party does for itself and its successors and assigns forever waive any objection, demand, claim, and cause of action related to the insufficiency or inadequacy of the legal description of the Easement Parcel.

IN WITNESS WHEREOF, the parties have executed this Easement as of the date and year first above written.

GRANTOR:

June Warren, Manager of JW, LLC
June Warren, Manager of JW, LLC

STATE OF Wyoming)
COUNTY OF Sheridan) ss.

On this 17th day of August, 2021, before me personally appeared June Warren as agent and Manager of JW, LLC, to me personally known, who, being by me duly sworn, did acknowledge this instrument and stated it to be her free act and deed.

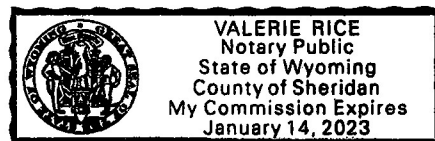
Witness my hand and official seal:

My commission expires:

January 14, 2023

Notary Public

Valerie Rice



GRANTEE:

June Warren, Trustee
June Warren, Trustee

STATE OF Wyoming)
COUNTY OF Sheridan) ss.

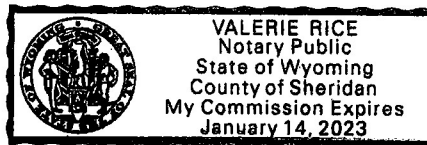
On this 17th day of August, 2021, before me personally appeared June Warren as Trustee of the June Eisele Warren Revocable Living Trust, dated June 20, 2004 , to me personally known, who, being by me duly sworn, did acknowledge this instrument and stated it to be her free act and deed.

Witness my hand and official seal:

My commission expires:

January 14, 2023

Valerie Rice
Notary Public



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EXHIBIT "A"

A survey of a tract of land in the NE1/4NE1/4 of Section 11 and the NW1/4NW1/4 of Section 12, Township 55 North, Range 84 West of the 6th Principal Meridian, more particularly described as follows:

Commencing at the Northwest corner of said section 12; thence S75°41'14"E for a distance of 1381.32 feet, to the POINT OF BEGINNING; thence S01°35'36"E for a distance of 1242.57 feet; thence S88°24'24"W for a distance of 1810.86 feet, to a point on the east right-of-way line of Interstate 90; thence along said east right-of-way along a non-tangent curve to the right with a central angle of 14°03'52", a radius of 5529.58 feet, an arc length of 1357.36 feet and a chord bearing N14°44'11"W for a distance of 1353.95 feet; thence leaving said right-of-way, S89°32'09"E for a distance of 2120.09 feet, to the POINT OF BEGINNING, said tract contains 58.49 acres more or less.

Ex. A

EXHIBIT B

Commitment No.: 3-32702

SCHEDULE C

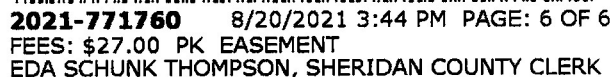
The land referred to in this commitment is situated in the State of Wyoming, County of Sheridan, and is described as follows:

A tract of land situated in the NE¼ of Section 11 and the W¼ of Section 12, Township 55 North, Range 84 West of the 6th P.M., Sheridan County, Wyoming; said tract being more particularly described as follows:

Commencing at the SE Corner of said Section 12; thence N.80°44'15" W., 3958.65 feet to the point of beginning, said point being on the Easterly right-of-way line of Interstate Highway I-90; thence N.32°35'04" W., 2669.05 feet along said Easterly right-of-way line to a point; thence along said Easterly right-of-way line through a curve to the right, having a radius of 5529.58 feet, a central angle of 24°36'25", an arc length of 2374.80 feet, a chord bearing N.20°00'28" W., and a chord length of 2356.59 feet to a point; thence S.89°32'29" E., 7922.99 feet to a point on the Westerly line of a tract of land described in Book 343 of Deeds, Page 144; thence S.89°32'29" E., 1327.09 feet along said Westerly line to a point; thence S.0°35'36" E., 4448.06 feet along said Westerly line to the point of beginning.

ALSO, an Access Easement as contained in Warranty Deed recorded May 7, 1992 in Book 350 of Deeds, Page 200.

ALSO, an Easement for a water line and other utilities as contained in Warranty Deed recorded May 7, 1992 in Book 350, page 200.



OF AN ACCESS EASEMENT, BEING A THIRTY FOOT (30') WIDE STRIP OF LAND IN THE EAST HALF OF THE NORTHEAST QUARTER (E1/4) OF SECTION 11 AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW1/4) OF SECTION 12, TOWNSHIP 55 NORTH, RANGE 84 WEST, 6TH PRINCIPAL MERIDIAN, SHERIDAN COUNTY, WYOMING

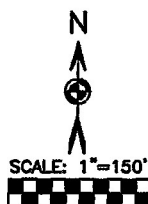
LEGAL DESCRIPTION:

A THIRTY FOOT (30') WIDE STRIP OF LAND LOCATED IN THE EAST HALF OF THE NORTHEAST QUARTER (E1/2) OF SECTION 11 AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW1/4) OF SECTION 12, TOWNSHIP 55 NORTH, RANGE 84 WEST, 6TH PRINCIPAL MERIDIAN, SHERIDAN COUNTY, WYOMING LYING THIRTY (30') FEET ON THE EAST AND NORTH SIDES OF THE FOLLOWING DESCRIBED LINES:

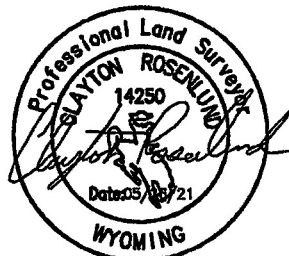
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 12, THENCE S 01°56'11" E, 331.18 FEET ALONG THE EAST LINE OF THE RIGHT-OF-WAY DEDICATED TO THE CITY OF SHERIDAN IN BOOK 539, PAGE 803 OF SHERIDAN COUNTY RECORDS TO THE SOUTHEAST CORNER OF SAID RIGHT-OF-WAY; THENCE N 89°31'32" W, 45.04 FEET ALONG THE SOUTH LINE OF SAID RIGHT-OF-WAY TO THE TRUE POINT OF BEGINNING OF SUBJECT EASEMENT WEST LINE; THENCE S 01°53'41" E, 1291.31 FEET TO A POINT LYING ON THE SOUTH LINE OF A TRACT DESCRIBED IN BOOK 499, PAGE 120; THENCE ALONG SAID SOUTH LINE OF THE TRACT DESCRIBED IN BOOK 499, PAGE 120, N 88°24'17" E, 808.61 FEET TO THE NORTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 499, PAGE 123 (SUBJECT EASEMENT DOMINANT ESTATE); THENCE CONTINUING ALONG SAID SOUTH LINE OF THE TRACT DESCRIBED IN BOOK 499, PAGE 120, N 88°24'17" E, 60.00 FEET TO THE POINT OF TERMINUS OF SUBJECT EASEMENT SOUTH LINE; LYING S 20°10'06" W, 1337.63 FEET FROM THE NORTHEAST CORNER OF SAID TRACT DESCRIBED IN BOOK 499, PAGE 120, WHICH LIES S 75°41'10" E, 1381.19 FEET FROM SAID NORTHWEST CORNER OF SECTION 12.

SUBJECT EASEMENT CONTAINING AN AREA OF 63.885 SQUARE FEET, MORE OR LESS

SUBJECT TO PRIOR RECORDED EASEMENTS, EXCEPTIONS, RESERVATIONS, RESTRICTIONS,
COVENANTS AND CONVEYANCES.



BASIS OF BEARINGS IS
US STATE PLANE, NAD 83
WYOMING EAST CENTRAL ZONE
COORDINATES AND DISTANCES ARE
GROUND (US SURVEY FEET)
PAF:1.000235



LEGEND

- © FOUND AC PER PELS 3884 OR AS NOTED
 ● CALCULATED CORNER
 P.O.B. POINT OF BEGINNING
 P.O.T. POINT OF TERMINUS
 AC ALUMINUM CAP

1-1/2"
AC-PLS
2615

NE CORNER OF TRACT 1
(SERVIENT ESTATE)
LYING S75°41'10"E, 1381.19
FEET FROM THE NW
CORNER OF SECTION 12,
T55N, R84W

**TRACT 1 (SERVIENT ESTATE)
DESCRIBED IN BOOK 499, PAGE 120**

TRACT 2
DESCRIBED IN BOOK 499, PAGE 118



annon Consulting LLC
Making every shot count

Prepared by Cannon Consulting LLC/ (307)752-0109

For: Stacey Staben

NO. 2021-771760 EASEMENT
 EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
 CHAPMAN VALDEZ & LANSTING PO BOX 2710
 125 WEST 2ND STREET CASPER WY 82602

$E_x. C.$