

ACCESS EASEMENT
(Including a Temporary Construction Easement)

THIS ACCESS EASEMENT ("Easement") is dated effective the 17th day of December, 2024, by and between **StoneBarn LLC**, a Wyoming limited liability company, with an address of P.O. Box 629, Big Horn, WY 82833 (the "Grantor") and **Paul S. Wallop and Sandra A. Wallop, Trustees of The Paul S. and Sandra A. Wallop Trust dated May 29, 2014, as amended and restated ("Trust")**, of P.O. Box 11, Big Horn, WY 82833 (collectively, the "Grantee").

WHEREAS, Grantor is the owner of certain real property located in Township 54 North, Range 84 West, 6th P.M., and the N1/2 of Section 30, Sheridan County, Wyoming, Warranty Deed found at: Book 560, Page 166 at the Sheridan County Clerk and Recorder's Office, ("Grantor's Property").

WHEREAS, Grantee is the owner of certain real property located in Township 54 North, Range 84 West, 6th P.M., and the W1/2NE1/4 of Section 30, Sheridan County, Wyoming, Quitclaim Deed found at: Doc. NO. 2023-787186 ("Grantee's Property").

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 ACCESS EASEMENT**. Subject to the terms set forth herein, Grantor hereby grants and conveys unto Grantee a non-exclusive access easement across Grantor's Property, being a portion of Grantor's Property, for the purposes of ingress to and egress from and to Grantee's Property, with said portion of Grantor's Property as shown on **Exhibit "A"** (the "Easement Parcel"), which contains the full legal description, and as further designated on the Map, marked as **Exhibit "B"**, both Exhibits are attached hereto and made a part herein. The easement is a 40-foot-wide easement. This Access Easement is limited to Grantee and Grantee's guests, agents and invitees only. Grantee's guests and invites may not extend use of the access easement to other third parties

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.

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. The Grantor is not liable for the maintenance, repair, or replacement of the Easement Parcel so long as Grantor does not unreasonably interfere with the easements and Grantee's use thereof.



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

5. **INDEMNIFICATION.** To the extent permitted by law, Grantee shall assume any and all responsibility and liability for acts of Grantee's employees, agents, guests, contractors or any authorized persons working within the Easement Area, including any damage, erosion or fire. To the extent permitted by law, Grantees agree to indemnify, hold the Grantor harmless, and defend against any and all loss, claim, or liability incurred as a result of the acts, omissions, negligence of the Grantee and Grantee's employees, agents, licensees, contractors, and/or guests, within the Easement Area, except for such losses, claims, or liabilities incurred as a result of the sole negligence of the Grantor.

6. **CONSTRUCTION.** Grantor grants Grantee a temporary construction easement to facilitate the construction of a bridge and placement of a culvert. Said Construction Easement is for a strip of land twenty (20) feet wide, the north line of said strip being the south line of the above access easement. This temporary construction easement is extinguished at the end of the contractor's warranty period or six (6) months from the date construction begins on the bridge or culvert placement; whichever is longer.

7. **COMMERCIAL USE.** Grantor is prohibited from commercial uses of the Easement Parcel for any mineral mining, oil and gas operations, pipeline operations or installations, bentonite/sand/gravel/rock prospecting or removal.

7. **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.

8. **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:

Paul S. Wallop
 Paul S. Wallop, Authorized Agent

GRANTEE:

Paul S. Wallop
 Paul S. Wallop Trustee of the Trust

Sandra A. Wallop
 Sandra A. Wallop, Trustee of the Trust

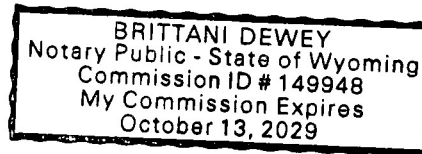
STATE OF WYOMING)
) ss.
 COUNTY OF SHERIDAN)

On this 19th day of December, 2024, before me personally appeared Paul S. Wallop, in his capacity as Authorized Agent of StoneBarn, LLC and as Trustee of the Paul S. and Sandra A. Wallop Trust, dated May 29, 2014, to me personally known, who, being by me duly sworn, did acknowledge this instrument and stated it to be his free act and deed.

Witness my hand and official seal:

Brittani Dewey
 Notary Public

My commission expires: 10/13/2029



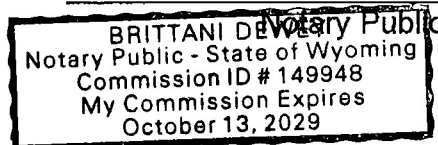
STATE OF WYOMING)
) ss.
 COUNTY OF SHERIDAN)

On this 18th day of December, 2024, before me personally appeared Sandra A. Wallop, in her capacity as Trustee of the Paul S. and Sandra A. Wallop Trust, dated May 29, 2014, 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:

Brittani Dewey
 Notary Public

My commission expires: 10/13/2029





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FEES: \$30.00 PK EASEMENT
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

EXHIBIT "A" – Easement Parcel Legal Description



EXHIBIT "A"
GRANTOR: STONEBARN LLC
GRANTEE: PAUL AND SANDRA WALLOP TRUST

An access easement being a strip of land forty (40) feet wide, twenty (20) feet each side of a centerline and eighty (80) feet wide, forty (40) feet each side of said centerline located in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ and the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 30, Township 54 North, Range 84 West, 6th Principal Meridian, Sheridan County, Wyoming, as shown as **EXHIBIT "B"**, attached hereto and by this reference made a part hereof; said easement being more particularly described as follows:

Commencing at the northwest corner of said NE $\frac{1}{4}$ NW $\frac{1}{4}$ (monumented with a 3 $\frac{1}{4}$ " aluminum cap per PLS 2615), thence S00°13'23"W, 40.00 feet along the west line of said NE $\frac{1}{4}$ NW $\frac{1}{4}$ to the **POINT OF BEGINNING** lying in the right of way of Little Goose Canyon Road (AKA County Road #77) and on said centerline; thence, along said centerline, being 40' south of and parallel with the north line of said Section 30, and with an easement width of forty (40) foot, twenty (20) feet each side N89°40'56"E, 300.00 feet to a point, said point beginning said eighty (80) foot wide easement; thence N89°40'56"E, 230.00 feet along the centerline of said eighty (80) foot wide easement to a point, returning to said forty (40) foot wide easement; thence N89°40'56"E, 777.44 feet along the centerline of said (40) foot easement to the west line of a tract of land described in Document #2023-787186 being the **POINT OF TERMINUS**.

Said access easement to begin in the right of way of said Little Goose Canyon Road and terminate on the west line of said tract described in Document #2023-787186 sidelines of said easement to extend into said right of way of Little Goose Canyon Road and terminate on said west line of the tract described in Document #2023-787186.

Also a temporary construction easement to facilitate bridge and culvert construction being a strip of land twenty (20) feet wide, the north line of said strip being the south line of the above access easement; said temporary construction easement to be extinguished at the end of the contractor's warranty period.

Bearings are based on the Wyoming Coordinate System NAD 1983 East Central Zone. Distances are multiplied to surface by the Datum Adjustment Factor of 1.00024681.



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FEES: \$30.00 PK EASEMENT
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

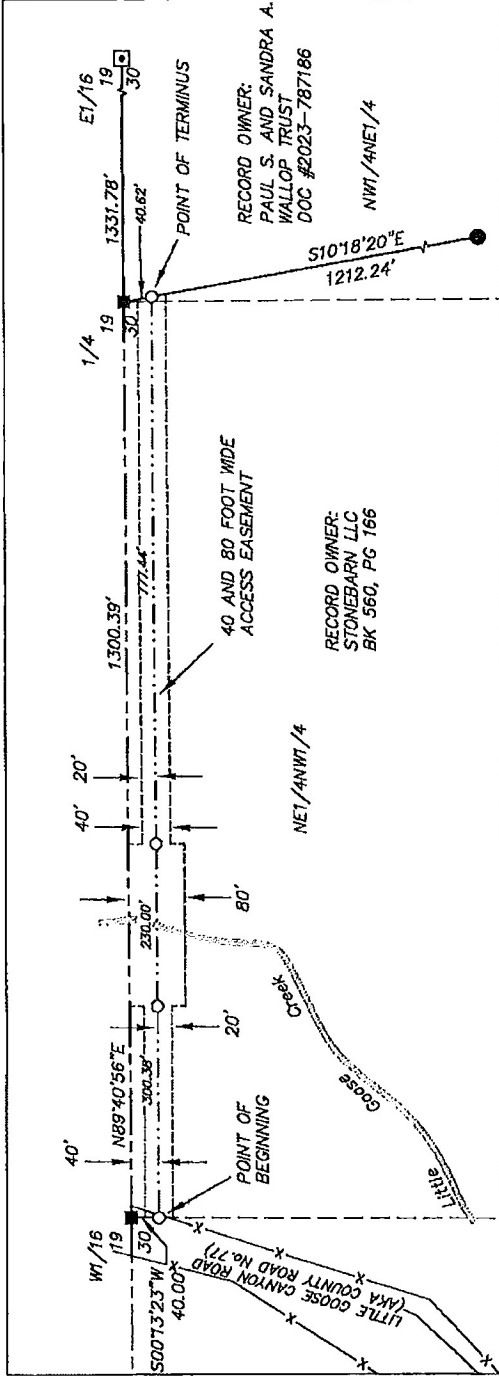
EXHIBIT "B" -Access Easement Parcel Map



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FEES: \$30.00 PK EASEMENT
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

EXHIBIT "B"

ACCESS EASEMENT SEC 30, T54N, R84W



SCALE: 1"=30'

Bearings are based on the Wyoming Coordinate System NAD1983, East Central Zone. Distances are multiplied to surface by the Datum Adjustment Factor of 1.00024581.

LEGEND:

- FOUND 3-1/4" ALUMINUM CAP PER PLS 2615
- FOUND 2" ALUMINUM CAP PER PLS 2615
- 2" ALUMINUM CAP PER PLS 5369
- CALCULATED: NOTHING FOUND/NOTHING SET
- SECTION LINE
- CENTERLINE EASEMENT 40' & 80' WIDE
- INTERIOR SECTION LINE
- PROPERTY LINE
- ROAD RIGHT OF WAY LINE
- FENCE LINE

I, THONE STEWART 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.

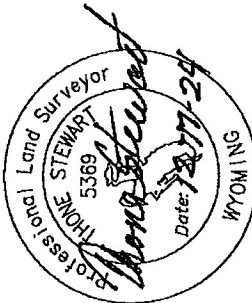
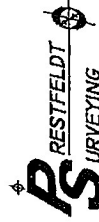


EXHIBIT "B"

CLIENT: STONEBARN LLC
LOCATION: N1/2, SECTION 30, T54N, R84W, SHERIDAN COUNTY, WYOMING



R. RESTFELDT SURVEYING
2340 WETLANDS DR., SUITE 100
PO BOX 3082
SHERIDAN, WY 82801
307-672-7415
JN: 2022-061
DN: 2022-061D
40Ac B/LA
TAB: ROS
PF: 12022-061
DEC, 2024

NO. 2024-796369 EASEMENT
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
WENDTLAND & WENDTLAND, LLP 2161 COFFEEN AVE STE 301
SHERIDAN WY 82801