



**2023-788886** 11/16/2023 4:02 PM PAGE: 1 OF 39  
FEES: \$126.00 PK EASEMENT  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

**DEED OF CONSERVATION EASEMENT**  
**FROM**  
**STEVEN AND LINDA OUGH TRUST, DATED APRIL 1,**  
**2022 TO**  
**THE SHERIDAN COMMUNITY LAND TRUST**  
**ON**  
**NOVEMBER 16, 2023**



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EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

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## DEED OF CONSERVATION EASEMENT

**THIS DEED OF CONSERVATION EASEMENT** is made by **Steven T. Ough and Linda R. Ough as Trustees of The Steven and Linda Ough Trust**, dated April 1, 2022 ("Grantor"), presently of Johnson County, Wyoming, in favor of the Sheridan Community Land Trust ("Grantee"), a non-profit charitable corporation incorporated under the laws of the State of Wyoming and in good standing in the State of Wyoming, with its principal business office at 52 S. Main Street, Sheridan, Wyoming 82801.

### RECITALS

A. Grantor is the owner in fee simple of certain unencumbered real property known as the Stelindo Ranch in Sheridan County, Wyoming, totaling 739 acres more or less, more particularly described in Exhibit A (Legal Description).

B. The Property is currently used for agricultural production and has significant agricultural, open space, ecological, and scenic values. Grantor and Grantee acknowledge that the historical ranching and agricultural uses of the Property sustain and protect the Property's substantial Conservation Values, as defined herein.

C. The general nature of the property is undeveloped rural agricultural, prairie grassland, sagebrush shrublands, and wetland habitat. Public benefits of the property include wildlife habitat, scenic beauty, open space, and working agricultural land. These are collectively referred to throughout this document as the "Conservation Values" and protection of the Property contributes to the conservation of these Conservation Values.

D. This Easement has been donated and acquired for the purpose of protecting the agricultural use and future viability, and related Conservation Values, by limiting nonagricultural uses of the Property.

E. The use of the Property for agricultural production, open space and scenic values and the ecological values including important wildlife habitat, are of great importance to Grantor, Grantee, the people of Sheridan County, and the people of the State of Wyoming, and are worthy of preservation.

F. Grantor and Grantee intend that the Property be maintained in a condition to allow for the protection of the agricultural, open space, wildlife habitat and scenic values of the Property in perpetuity.

G. Grantor intends that the Conservation Values of the Property are preserved and maintained by the continuation of current land use, including, without limitation, those related to ranching and farming existing at the time of this grant and future ranching and farming uses that do not significantly interfere with, impair, or threaten these identified conservation values.



H. Grantor, as the owner in fee of the Property, owns the affirmative rights to identify, to conserve and protect in perpetuity the Conservation Values of the Property.

I. Grantor intends to convey to Grantee the right to preserve, protect and otherwise act as steward of the Conservation Values of the Property in perpetuity.

J. The specific conservation values of the Property include the use of the Property for agricultural production, open space and scenic values, and the natural habitat of fish, wildlife and plants ("Conservation Values") and are documented in a report to be kept on file at the offices of Grantee, which documentation ("Baseline Documentation") the parties agree provides an accurate representation of the Property as of the effective date of this grant, and which is intended to serve as an objective baseline for monitoring compliance with the terms of this grant.

K. Grantee represents that Grantee is a charitable organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and the regulations there under (the "Code"), whose purposes include the conservation of agricultural lands, wildlife habitats, scenic areas and open space to benefit the community for charitable purposes.

L. Grantee represents that Grantee is a "qualified organization," as that term is defined in Section 170(h) of the Code.

M. Grantee has received letters from the Internal Revenue Service, on file at the offices of Grantee, to the effect that Grantee is a "publicly-supported" organization under Sections 509(a)(1) and 170 (b)(1)(A)(vi) of the Code and is not a private foundation within the meaning of Section 509(a) of the Code.

N. Grantor and Grantee recognize the scenic, natural, agricultural, and open space character of the Property, and have the common purpose of the conservation and protection in perpetuity of the Property through the use of restrictions on the Property and with the transfer from Grantor to Grantee of affirmative rights for the protection of the Property, intending the grant of such restrictions and rights to qualify as a "qualified conservation contribution" as that term is defined under Section 170(h)(2)(C) of the Code.

O. The Conservation Purposes of this Easement are recognized by, and the grant of this Easement will serve, at least and without limitation, the following clearly delineated governmental conservation policies:

1. Wyoming Statutes § 34-1-201(b)(i) provides for the establishment of conservation easements to protect "natural, scenic or open space values of real property, assuring its availability for agricultural, forest, recreational or open space use...."

2. Wyoming Statutes § 11-16-103(a) provides that, "It is hereby declared that the farm and grazing lands of Wyoming are among the basic assets of the state."

3. Wyoming Statutes § 11-16-103(b) provides that, "It is hereby declared to be the policy of the legislature to provide for the conservation of the soil, and soil and water resources of this state, and for the control and prevention of soil erosion and for flood prevention or the conservation, development, utilization, and disposal of water, and thereby to stabilize ranching and farming operations, to preserve natural resources, protect the tax base, control floods, prevent impairment of dams and reservoirs, preserve wildlife, protect public lands, and protect and promote the health, safety and general welfare of the people of this state."

### **EASEMENT GRANT**

**NOW, THEREFORE,** in consideration of the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the provisions of the Wyoming Uniform Conservation Easement Act, Sections 34-1-201 through 34-1-207 of the Statutes of Wyoming (the "Act"), and pursuant to Section 170(h) of the Code, Grantor hereby grants and conveys to Grantee and its successors and permitted assigns the charitable contribution of a conservation easement (the "Easement") in perpetuity over the Property to the extent herein set forth. Grantor herein declares that the Property shall be held, mortgaged, encumbered, transferred, sold, conveyed, used, and occupied subject to the covenants, conditions, restrictions, and easements herein, which shall be deemed to run with the land in perpetuity. Grantee binds itself to monitor the use of the Property, and to enforce the restrictions on the future use of the Property imposed by this Easement in perpetuity. The parties intend, by thus controlling and limiting the rights to the future use of the Property, to permanently protect the Conservation Values of the Property for the benefit of the public, and to permanently conserve the Property.

### **SECTION 1. PURPOSE**

**1.1 Purpose.** The "Conservation Purposes" of this Easement are, generally, to preserve the public interest in the Property's Conservation Values, and other significant conservation interests, and more specifically to (i) protect and preserve the Property's open space and scenic values, (ii) conserve the fish and wildlife riparian and native rangeland habitats, (iii) conserve the working agricultural landscape, (iv) prevent any use of the Property that will significantly impair or interfere with the Property's Conservation Values and (v) restrict the use of the Property to those uses that are consistent with such Conservation Values and interests, recognizing that the Property's historical agricultural uses have contributed to the preservation and conservation of such Conservation Values.

## SECTION 2. RIGHTS OF GRANTEE

**2.1 Preservation and Protection.** Grantee has the right to preserve and protect in perpetuity the Conservation Values of the Property in the manner set forth in this Easement.

**2.2 Access.** Grantee has the right to enter upon the Property after reasonable notice and in a manner not to interfere with Grantor's activities, to monitor the Grantor's compliance with and otherwise enforce the terms of this Easement. Grantee shall also have the right of immediate entry to the Property if, in Grantee's reasonable judgment, such entry is necessary to prevent damage to or the destruction of the Conservation Values of this Easement, which will be reasonably exercised.

**2.3 Enforcement, Injunction and Restoration.** Grantee has the right to obtain injunctive or other relief against any activity or use of Grantor's land that is inconsistent with the Easement and to enforce the restoration of such areas or features that may be damaged by such activities, after providing Grantor with reasonable notice and reasonable opportunity to cure. In the event a controversy arises with respect to the nature of the protected values, the parties may utilize the Baseline Documentation and any other relevant document, survey, or other information to assist in resolving the controversy.

**2.4 Events Beyond Grantor's Control.** Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including acts of trespassers or the unauthorized wrongful acts of third persons, fire, flood, storm, earth movement, and major tree disease, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

## SECTION 3. PROHIBITED ACTIVITIES

**3.1 Prohibited Uses.** Any activity or use of the Property inconsistent with the purposes of this Easement and which is likely to cause material damage to the Conservation Values is expressly prohibited. Except as specifically allowed and detailed in **Section 4** of this Easement, the following uses the Property are inconsistent with the purposes of this Easement and are prohibited:

(a) Subdivision. There will be no division, subdivision, or de facto subdivision of Grantor's land into separate tracts, whether by physical or legal process, including, but not limited to, the partition of undivided interests except as allowed and defined in Section 4.2.

(b) Construction. There will be no construction of buildings, structures, or facilities, including mobile homes on the Property, except for construction allowed in the permitted Development Envelope defined in Section 4.2.

(c) Commercial or Industrial Facilities. There will be no commercial or industrial facilities on the Property other than facilities incidental or in support of the permitted agricultural activities and those limited professional or in-home commercial activities permitted in the identified Development Envelopes, as defined in Section 4.2.

(d) Mineral Extraction. Extraction or removal of minerals by any surface mining, strip mining, or dredging method by Grantor or Grantor's successors or assigns is prohibited. While Grantor believes that the probability of surface mining on the Property is so remote as to be negligible, if third parties own minerals in any portion of the Property as a result of a separation of the surface estate and the mineral interest which occurred before or at the time Grantor acquired the Property, Grantor and its successors and assigns will not consent to extraction or removal of minerals by such third parties by surface mining methods. No methods of mining that are inconsistent with the Conservation Purposes of this Easement are permitted; provided, however, certain methods of mining (but not surface mining) that may have limited, localized impact on the Property but that are not irretrievably destructive of significant conservation interests are permitted, but only to the extent that such mining method would not result in loss of the deduction under Section 1.170A-14(g)(4)(i) of the Regulations.

(e) Consent to Mining. The Grantor shall not consent to any mining or surface mining on the Property under Wyoming Statute §35-11-406(b)(xi) or (xii) of the Wyoming Environmental Quality Act or other applicable laws.

(f) Waste Dumps. There will be no dumping or disposal of waste which is toxic to humans or wildlife or which threatens the agricultural, open space, wildlife, or scenic values of the Property.

(g) Hazardous Materials. Any petroleum products, explosives, hazardous substances, toxic substances, and any other substance which may pose a present or potential hazard to human health or the environment shall not be released or dumped on the Property at any time, and shall not be stored or used except as lawfully stored and used in necessary quantities for agricultural and residential purposes. In addition, the installation of underground storage tanks and the use of the Property as a storage facility for hazardous waste are prohibited.

(h) Waste Storage. The use of the Property as a storage facility of waste, junk, vehicles, equipment, or materials, generated off the Property is prohibited.

(i) Paving. No portion of the Property shall be paved or otherwise be covered with concrete, asphalt or any impervious paving material except on permitted access driveway to development envelopes as identified in Section 4.

(j) Alteration of Topography. There will be no material alteration of the topography of the Property, except as necessary for (i) the creation of water impoundments for the preservation of Conservation Values, (ii) stream restoration and maintenance, as allowed by Section 3.1(m), below, (iii) construction of new irrigation ditches or systems for maintaining and/or enhancing current agricultural values, and (iv) for the construction of permitted building and private roads serving the Property.

(k) Billboards. There will be no construction, maintenance, or erection of billboards on the Property. Billboards do not include signs that blend into the natural surroundings that are used for posting the name of the Property, advertising businesses/entities which occur/reside on the Property, controlling public access or safety, providing public notification or information of this Easement or advertising the Property for sale.

(l) Towers and Facilities. Placement of transmission towers and facilities is prohibited, except for the construction, placement or use of any transmission or receiving towers or energy facility associated with any development envelope or as necessary for ranch uses and continued Agricultural uses as expressly reserved in Section 4, or its subsections. Notwithstanding this limitation, in the event that a condemnation or eminent domain action is filed with regard to such Towers and Facilities, Grantor shall make reasonable efforts to require any third party to use methods that will minimize the impact to the Conservation Values of the Property and the purposes of this Easement. Grantor shall request through reasonable efforts that all damaged or disturbed areas be restored or reclaimed to its original condition, to the extent possible, and that Towers and Facilities are to be concealed or otherwise located as to be compatible with existing topography and landscape to the extent practicable. Grantor shall have the right and obligation to negotiate all surface use agreements which involve the Towers and Facilities. Grantor and Grantee shall ensure that all such surface use agreements comply with the terms of this Easement and protect the Conservation Purposes and Conservation Values. In addition, Grantor shall be required to obtain Grantee's written consent to all surface use agreements by having Grantee as a signatory to all surface use agreements, and Grantee's written consent shall not be unreasonably withheld. Any compensation received pursuant to said surface use agreements shall be divided between Grantor and Grantee using the ratio of the proportionate value that this Easement, as of the date of conveyance, bears to the value of the Property as a whole at that time. However, agricultural facilities such as stock water wells, stock tanks, and similar facilities which are wind, hydro, solar or electrically powered, or not powered, and are constructed solely for agricultural purposes, or which otherwise support the Conservation Values of this Easement, are permitted anywhere on the Property.

(m) Water Rights. There shall be no transfer, sale, lease or other separation of water rights from the Property or change of historic use of water to the detriment of the Conservation Values of the Property. To the extent the Property has existing water rights, the landowner must retain water rights sufficient to allow continued agricultural production. Additional water rights may be obtained or developed as required for farming,

ranching, and/or wildlife conservation purposes. Reservoir shares for water not adjudicated to the property is not required to be held with the property.

(n) Water Courses. There shall be no alteration of natural water courses, except for (i) irrigation, including but not limited to head gates and diversion structures to support reserved Agricultural uses, (ii) flood control, (iii) pond or reservoir construction for Agricultural uses or purposes, livestock, wildlife habitat, and scenic purposes, (iv) installation, maintenance, and use of bridges and culverts, (v) improvements to a creek, stream, river, pond, lake, or reservoir for purposes of fishery habitat improvement, restoration, maintenance, and (vi) improvements to a creek, stream, river, pond, lake, or reservoir for the purpose of restoration or maintenance of the natural courses of streams and/or the stabilization of stream banks.

(o) Feedlots. The Property shall not be used for the establishment or maintenance of any commercial feedlot, defined for purposes of the Easement as a permanently constructed confined area or facility within which the land is not grazed or cropped annually, for purposes of engaging in the business of the reception and feeding of livestock for hire, but not including existing or similar corrals used for holding and feeding Grantors' livestock.

(p) Public Access to Property. Nothing in this Easement shall be construed to create a right of public access to the Property. Nothing in this Easement shall be construed to preclude Grantor's right to grant limited access to its invitees to use and enjoy the Property, provided that such access is allowed in a reasonable manner that does not result in actions inconsistent with the Conservation Values of this Easement. Nothing in this Easement shall preclude Grantor's right to grant public access provided such access is allowed in a reasonable manner that does not result in actions inconsistent with the Conservation Values of this Easement.

(q) Overgrazing. The property shall not be used in a manner that causes the pasture to be overgrazed or the condition of the riparian to be negatively impacted by agricultural practices. The number of cattle, horses, sheep or other domestic livestock grazing on the property shall be limited so that there is always vegetation remaining on all parts of the property as documented in the Baseline Report. In the event rainfall is below normal, the number of livestock on the property shall be reduced so that the property is not overgrazed.

(r) Motorized Vehicle Use. The use or parking of motorized vehicles for commercial purposes which are unrelated to Agricultural uses or purposes. Unauthorized motor vehicle use on the Property by third parties is not considered a violation of the Easement by the Grantor, but Grantor shall take reasonable efforts to stop and/or prevent such unauthorized use.

(s) Structures. The construction, placement or use of any structures except as expressly reserved in Section 4 and its subsections.



(t) Unanticipated Uses. There will be no unanticipated use or activity on or at the Property which would impair significant Conservation Values unless such use or activity is necessary for the protection of the Conservation Values that are the subject of this Easement, in which case such use or activity shall be subject to the prior written approval of the Grantee.

#### SECTION 4. GRANTOR'S RESERVED RIGHTS

**4.1 General Reserved Rights**. Grantor reserves to itself, and to its successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in, permit, or invite others to engage in all uses of the Property that are not expressly prohibited herein and which are consistent with the purposes of this Easement, and which do not adversely impair or threaten the Conservation Values of the Property specifically including, but not limited to:

(a) Agriculture. Grantor reserves the right to conduct all activities related to agriculture, including the right to graze, pasture, feed, water and care for livestock of every nature, the right to grow hay, grain, alfalfa, and other regional agricultural crops, and the right to continue the traditional agricultural and ranching use of the Property as long as such uses do not adversely impair or threaten the Conservation Values of this easement. For the purposes of this Easement, the term "agriculture" and "agricultural" refer to food and fiber producing activities based on the grazing of livestock, the feeding of livestock raised on the Property, or the planting and cultivation of crops. Permitted agricultural activities include the use of currently accepted and, in the future, newly developed means of livestock and crop production that fit within the meaning of the terms used herein and do not result in actions inconsistent with the Conservation Values of this Easement. It is the intent of Grantor and Grantee that the Property remains open and available for agriculture, maintaining or improving the quality of the land and water at the time of the easement for future agricultural uses. The Grantor recognizes the importance of good resource management and stewardship to maintain the Conservation Values for present and future generations. To this end, agricultural uses of the Property shall be conducted using generally accepted stewardship and management practices for the agricultural industry.

(b) Minor Agricultural Improvements. Outside of the development envelope, Grantor reserves the right to replace or reconstruct the existing non-residential structures on the easement, provided that through replacement and/or reconstruction said structures are to be used only for agricultural purposes. Additional new agriculture structures may be constructed if necessary to the agricultural operations of the property and may include structures or facilities such as corrals, ag-equipment storage sheds, hay sheds, and livestock shelters. Any such structures exceeding 500 square feet in size shall be subject to the formal approval of the Grantee prior to surveying and construction, which approval shall not be unreasonably withheld. Special consideration when locating any such structure shall be given to the protection of the Conservation Values of the property with preference for





locating such structures on the periphery of the property. Under no circumstances shall any minor agricultural support structures contain living quarters.

(c) Roads and Utilities. Grantor reserves the right to construct, maintain, control dust, and use new roads, trails and utilities, with associated culverts, bridges, ditches, fences, gates, and cattleguards, if reasonably necessary for agricultural purposes, and to maintain, control dust, and use existing roads and trails, with associated culverts, bridges, ditches, fences, gates, and cattleguards. Roads and driveways to access the permitted development lots shall be constructed, maintained, controlled for dust, and used to have minimal fragmentation effects on the property and Grantor shall utilize existing roads whenever possible. Relocation of such access roads shall be subject to approval of Grantee. In addition, Grantor reserves the right to grant utility easements for utilities including power and water in connection with uses of the Property permitted by this Easement. Grantor reserves the right to construct utility systems consistent with the Conservation Values for use on the Property, including, but not limited to, solar power generation and distribution systems and wind turbines and distribution systems, hydro power generation and distribution systems, and irrigation facilities so long as such utility systems are not for commercial purposes (it being understood that running the meter backwards does not constitute a commercial purpose). Grantor shall bury, if economical and otherwise possible, all utility systems or extensions of existing utility systems constructed in the future. Any disturbed areas shall be re-vegetated and restored to a natural condition with native vegetation. If Grantor determines it is impractical to locate any new or replacement utility underground, then such utility shall be located so as to minimize the impact on scenic views of the Property from associated public vantage points. The Grantor reserves the right to pave existing and future driveways with asphalt, concrete, or similar impervious surface between the existing county road and existing or future buildings located at the Development Envelopes, as defined in Section 4.2.

(d) Cutting or Clearing Vegetation. Grantor reserves the right to selectively cut or clear vegetation to maintain the existing approximately 438 tillable acres in production, and to mow hayfields and pastures for agricultural purposes, fire protection, hazard removal, the preservation of vistas, wildlife habitat, or otherwise to preserve or improve the present condition, health and safety of the Property. Vegetation removal in excess of the present tillable acreage shall be allowed only in instances of disease, hazard, and fire mitigation around structures. This shall not prohibit the use of fire as a management tool for improving the health of the Property, as long as such activity meets with Grantee's prior approval and is confirmed by best habitat management practices at the time.

(e) Irrigation Facilities. Grantor reserves the right to construct, maintain, develop or alter irrigation facilities, including ditches, pipelines, sprinklers and reservoir systems on the Property if such actions are necessary or beneficial for grazing livestock, growing crops, wildlife or fisheries on the Property pursuant to the terms of this Easement and provided such actions are in compliance with all applicable laws and regulations.

(f) Water Rights. Grantor reserves the right to use all of Grantor's water rights, and related interests, in or appurtenant to the Property for present and future agricultural

production on the Property. and to acquire additional water rights for agricultural use and other permitted activities on the Property. Grantor reserves the right to use a portion of Grantor's water rights, and related interests, in or appurtenant to the Property for energy production limited to use in the permitted residences on the Property.

(g) Wells and Septic Systems. Grantor reserves the right to drill for water on the Property and to make available water wells and septic systems for any existing or permitted structures on the Property, provided that such development is in compliance with all applicable federal, state, and local statutes and regulations. Similarly, Grantor reserves the right to supply sewer and/or water services to existing or permitted structures on the Property, provided that such development is in compliance with all applicable federal, state, and local statutes and regulations.

(h) Fences. Grantor reserves the right to build, maintain and repair fences for agricultural or ranching purposes and for conservation purposes at any location on the Property at any time. Grantor shall construct and repair such fences in a manner as to not adversely impair or threaten the Conservation Values of the Property or to prevent the migration of wildlife across the Property. New fencing and replacement of existing fencing will be done in a manner that enhances the wildlife values of the Property by the method of "wildlife friendly" fencing techniques as defined at the time of repair or construction by the Grantee. Fencing may be built to specifically exclude wildlife around home sites, haystacks, gardens, or residential yards.

(i) Trees and Shrubs. Grantor reserves the right to selectively plant and harvest trees and shrubs anywhere on the Property for range enhancement, insect control, fruit production, or commercial sale, provided planting and harvesting is subject to the approval of the Grantee.

(j) Burning. Grantor reserves the right to conduct controlled burning of rangeland and waste wood or brush and to accumulate and burn general non-toxic household and agricultural trash generated on the Property using screened or otherwise enclosed incinerator or cleared open area. Burning will not be permitted in any riparian area except in enclosed incinerators or cleared open areas.

(k) Pesticides and Herbicides. Grantor reserves the right to use chemical fertilizers, herbicides, pesticides, fungicides, and natural controls in connection with any ranching or agricultural activity on the Property, and for the control of noxious weeds, and pests, provided that (i) such use must be in compliance with all applicable federal, state, and local statutes and regulations, and (ii) such use shall not adversely impair or threaten the Conservation Values of the Property.

(l) Agricultural Leasing. Grantor reserves the right to lease all or any portion of the Property for any use or activity that is permitted by this Easement and does not adversely impair or threaten the Conservation Values of the Property, provided that Grantor must make any Lessee aware of the terms of this Easement, and any Lessee must comply with such terms.

(m) Recreation. Grantor reserves the right of Grantor and its invitees to hunt and fish on the Property, and to engage in hiking, biking, horseback riding, hunting and fishing, non-motorized camping, picnicking, bird watching and any other non-commercial recreational activities, which do not adversely impair or threaten the Conservation Values of the Property. Nothing herein shall be construed as to limit the future creation of non-motorized publicly accessible trails, when met with the approval by the landowner. Nothing herein shall be construed to permit commercial recreational activities, except that *de minimis* commercial recreational activities may be allowed to occur. The term *de minimis* shall have the meaning set forth in Section 2031c(8)(B) of the Code.

(n) Use of Vehicles. Grantor reserves the right to use motorized vehicles for agricultural purposes, including snowmobiles and all-terrain vehicles at any time and any place on and off established roadways and two tracks. In addition, Grantor reserves the right to use vehicles when necessary (i) for fire suppression; (ii) for emergency or severe weather access such as stream bank protection before, during, and after floods; (iii) weed control; (iv) habitat enhancements; or (v) other uses subject to the approval of the grantee.

(o) Habitat Enhancement. Grantor reserves the right to undertake enhancement of existing plant and animal habitat, including, but not limited to, habitat for stocked gamebirds or fish so long as stocking is in accordance with Wyoming Game and Fish protocol. Outside of the Development Envelopes, such enhancement shall require the advance written approval of the Grantee, which approval shall not be unreasonably withheld.

(p) Alteration of Water Courses. The right to alter existing natural water courses as provided for in Section 3.1.(n).

(q) Environmental Attributes. Grantor hereby reserves all Environmental Attributes associated with the property. "Environmental Attributes" shall mean any and all tax or other credits, benefits, emissions reductions, offsets, and allowances (including, but not limited to, water, riparian, wetlands, endangered species, and greenhouse gas) generated from or attributable to the conservation, preservation and management of the Property in accordance with this Easement.

(r) Wyoming Walk-In Hunting/Fishing Area Access. Grantor reserves the right to enroll the Property into Wyoming's Walk-In Hunting/Fishing Area Program or similar program.

(s) General. Grantor reserves the right to conduct activities that have a low level of impact and intrusion, that are environmentally sound and that are not inconsistent with the purpose of this Easement, and that do not adversely impair or threaten the Conservation Values of the Property.

**4.2 Residences and Associated Improvements**. Subject to the provisions of this Section 4.2, Grantor reserves the right to build new and maintain current facilities as well as build additional residences on the property, with any outbuildings necessary for



direct support of agriculture or any other activities not prohibited by this Easement, including, but not limited to, the following: greenhouses, root cellars, mushroom farming facilities, orchard cultivation, livestock raising facilities, and sustainable energy facilities in support of the residences within the two Development Envelopes as described below and identified in Exhibit B. The two Development Envelopes permitted are for the Ranch Residence Development Envelope and Future Development Envelope A.

(a) The Ranch Residence Development Envelope, as identified in Exhibit B shall be allowed on the property, with a maximum area of 9.95 acres.

(b) The Future Development Envelope A, as identified in Exhibit B, shall be allowed on the property with a maximum area of 9.95 acres.

**4.1 Allowable Commercial Uses.** Customary rural enterprises are allowed, as long as they are conducted in a manner that is consistent with the Code, are consistent with the purposes of this Easement, and do not substantially diminish or impair the Conservation Values. Without limiting other potential uses that meet the foregoing criteria, the following uses are allowed: processing or sale of farm or ranch products predominantly grown or raised on the Property; home occupations conducted by and in the home of a person residing on the Property; wildlife viewing; Habitat Enhancement; and other customary rural enterprises, such as hunting, fishing, farm machinery repair, bed and breakfasts, livestock veterinary services, and similar enterprises conducted by Grantor, Grantor's employee, Grantor's independent contractor, a third person with the necessary consent or permission of Grantor, or by another person residing on the Property with the necessary consent or permission. For any use not expressly enumerated in this paragraph, Grantor shall provide Grantee with written notice of Grantor's proposed use prior to commencing such use. Grantor may commence the proposed use on the Property only with Grantee's written approval, which shall not be unreasonably withheld, so long as the proposed use does not materially adversely affect the Conservation Values of the Property, nor is specifically prohibited elsewhere in this Easement.

## **SECTION 5. ASSIGNMENT BY GRANTEE; TRANSFERS BY GRANTOR**

**5.1 Limitations on Assignment by Grantee.** The benefits of this Easement shall not be assignable by Grantee, except (i) if as a condition of any assignment, Grantee requires that the purpose of this Easement continues to be carried out, and (ii) if the assignee, at the time of assignment, qualifies under Section 170(h) of the Code and the laws of the State of Wyoming as an eligible donee to receive this Easement directly. Grantee agrees to notify Grantor in writing at least sixty (60) days prior to any assignment of this Easement. Any attempted assignment by Grantee of the benefits of this Easement contrary to the terms hereof shall be invalid but shall not operate to extinguish this Easement.

**5.2 Transfers by Grantor.** Grantor agrees to incorporate by reference the terms of this Easement in any deed or other legal instrument by which Grantor transfers

any interest in all or a portion of the Property, including a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any such interest at the time of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

## **SECTION 6. EXTINGUISHMENT; CONDEMNATION**

**6.1 Limitations on Extinguishment.** Pursuant to Notice 2023-30, Grantor and Grantee agree that, if a subsequent unexpected change in the conditions surrounding the property that is the subject of a donation of the perpetual conservation restriction renders impossible or impractical the continued use of the property for conservation purposes, the conservation purpose can nonetheless be treated as protected in perpetuity if (1) the restrictions are extinguished by judicial proceeding and (2) all of Grantee's portion of the proceeds (as determined below) from a subsequent sale or exchange of the property are used by the Grantee in a manner consistent with the conservation purposes of the original contribution.

**6.2 Determination of Proceeds.** Grantor and Grantee agree that the donation of the perpetual conservation restriction gives rise to a property right, immediately vested in Grantee, with a fair market value that is at least equal to the proportionate value that the perpetual conservation restriction, at the time of the gift, bears to the fair market value of the property as a whole at that time. The proportionate value of Grantee's property rights remains constant such that if a subsequent sale, exchange, or involuntary conversion of the subject property occurs, Grantee is entitled to a portion of the proceeds at least equal to that proportionate value of the perpetual conservation restriction, unless state law provides that the Grantor is entitled to the full proceeds from the conversion without regard to the terms of the prior perpetual conservation restriction.

**6.3 Condemnation.** If all or a part of the Property is taken, in whole or in part, by exercise of the power of eminent domain, Grantor and Grantee shall be respectively entitled to compensation in conformity with the provisions of paragraph 6.2 unless otherwise provided for by applicable law at the time of such exercise of the power of eminent domain.

**6.4 Boundary Line Adjustment.** Pursuant to Notice 2023-30. Donor and Donee agree that boundary line adjustments to the real property subject to the restrictions may be made only pursuant to a judicial proceeding to resolve a bona fide dispute regarding a boundary line location.



## SECTION 7. GENERAL PROVISIONS

**7.1 Controlling Law.** The interpretation and performance of this Easement shall be governed by the laws of the State of Wyoming.

**7.2 Severability.** If any provision of this Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement shall not be affected thereby.

**7.3 Entire Agreement.** This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.

**7.4 Grantor and Grantee.** The term "Grantor," as used in this Easement, and any pronouns used in place thereof shall mean and include the Grantor named herein, and its successors and assigns. The term "Grantee," as used in this Easement, and any pronouns used in place thereof shall mean the Grantee named herein and its successors and assigns.

**7.5 Successors.** The covenants, terms, conditions, and restrictions of this Easement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property, provided that no owner shall be responsible except for violations occurring on such owner's land during the time of such owner's ownership.

**7.6 Notices.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor: Steven and Linda Ough  
11 Fawn Drive  
Buffalo, WY 82834

To Grantee: Sheridan Community Land Trust  
PO Box 7185  
Sheridan, WY 82801

or to such other address as any of the above parties from time to time shall designate by written notice to the others.

**7.7 Attorney Fees and Costs of Suit.** If Grantee incurs attorney's fees or other reasonable costs of suit in enforcing the terms of this Easement, and if Grantor has been first given reasonable notice and reasonable opportunity to cure, those expenses of Grantee shall be paid by Grantor or those of its successors or assigns against whom a judgment is entered, in addition to the cost of restoration. In the event a judgment is entered against

Grantee in an effort to seek injunctive relief or restoration, and the Grantor is held not to be in violation of this Easement, and if the Grantee's action is found by a Court to be frivolous or in bad faith, then the Grantee shall pay the Grantor's reasonable costs of suit, including reasonable attorney's fees.

**7.8 Access.** No right of access to any portion of the Property is conveyed by this Easement, except as expressly provided herein.

**7.9 Recognition of Mineral Estate.** As required by Wyoming Statutes section 9-15-107 and section 34-1-202, the Parties recognize that this Easement does not affect the rights of any third parties with an ownership interest in the mineral rights in the Property that pre-exist the recordation of this Easement, except as specifically set forth in this Easement and as specifically allowed by law.

**7.10 Costs, Liabilities, and Taxes.** Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of general liability insurance coverage, and including any taxes assessed on Grantor's interest in the Property.

**7.11 Environmental Warranty.** Grantor warrants that, to be best of Grantor's knowledge, the Property is in compliance with all applicable environmental laws. Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of any environmental law relating to the operations or conditions of the Property.

**7.12 General Indemnification.** Grantor shall indemnify, hold harmless and defend Grantee, its members, directors, employees, agents, and assigns for any and all liabilities, expenses, damages, and penalties, including costs and reasonable attorneys' fees, claimed by any person or governmental authority, to which Grantee may be subject, relating to the Property, which may arise from Grantor's intentional or grossly negligent acts or omissions or Grantor's intentional breach of any representation, warranty, covenant or agreement contained in this Easement, or any violation of any federal, state, or local law, including environmental laws.

**7.13 Compliance Certificates.** Upon request by Grantor, Grantee shall within thirty (30) days execute and deliver to Grantor any document that may be requested by Grantor, including an estoppel certificate or compliance certificate, to certify to the best of Grantee's knowledge Grantor's compliance with any obligation of Grantor contained in this Easement or otherwise to evidence the status of this Easement.

**7.14 Venue and Jurisdiction.** The parties agree that venue and jurisdiction for any dispute between them, or for any dispute with any third party relating to the enforcement or violation of any of the terms of this Easement, shall be in the District Court in Sheridan County, Wyoming.

**7.15 Extinguishment of Development Rights.** Grantor hereby grants to Grantee all of the development rights pertaining to the Property, except for those development



rights expressly reserved by Grantor herein. Development rights shall be deemed to include, but not be limited to, all development rights and development potential that are now or hereafter allocated to, implied, reserved or inherent in the Property, including (i) all subdivision and development density rights and potential and (ii) the right to use any of the acreage of the Property in any acreage calculation having the effect of creating, or contributing to, additional development on or off the Property. The parties agree that all such development rights are hereby terminated and extinguished in perpetuity.

**7.16 Amendment.** This Easement is permanent and may not be amended without the written consent of Grantee, if, in the sole and exclusive judgment of the Grantee, such amendment is consistent with the purposes of this Easement and complies with all applicable laws and regulations. Prior to the signing and recordation of the amended Easement, such amendments must be mutually agreed upon by the Grantor and Grantee. Nevertheless, and regardless of whether any federal or state tax benefits were sought in connection with the original grant of this Easement, no amendment of this Easement shall be valid unless it is pursuant to the order of a court having jurisdiction in the case, or unless the action of Grantee in consenting to such amendment complies with (i) the then existing federal tax law governing publicly-supported charitable organizations (currently Code Section 501(c)(3)(A) and accompanying Regulations); (ii) with the provisions of the federal tax law governing "qualified" holders of conservation easements (currently Code Section 170(h)(3) and accompanying Regulations); (iii) Wyoming Statutes section 34-1-201 *et seq.* or any regulations promulgated thereunder, and (iv) with the then existing policies of the Grantee, if any, governing the amendment of conservation easements. Any amendment shall be consistent with the purpose of this Easement. No amendment may confer prohibited private benefit on Grantor or other third parties. Any such amendment shall be recorded in the real property records of Sheridan County, Wyoming.

This Easement may be so amended only to enhance the Property's Conservation Values or add real property subject to the restrictions set forth in this Deed to the Property by an amended deed of easement provided that no amendment shall (i) affect this Easement's perpetual duration, (ii) permit development, improvements or uses prohibited by this Easement on its effective date, (iii) conflict with or be contrary to or inconsistent with the Conservation Purposes of this Easement, (iv) reduce the protection of the Conservation Values, (v) affect the qualification of this Easement as a "qualified conservation contribution" or "interest in land", (vi) affect the status of Grantee as a "qualified organization" or "eligible donee", or (vii) create an impermissible private benefit or private inurement in violation of federal tax law. No amendment shall be effective unless documented in a notarized writing executed in writing by Grantor and Grantee and recorded in the Office of the County Clerk of Sheridan County, Wyoming.

**7.17 No Third Party Beneficiaries.** There are no third party beneficiaries of this Easement. Grantor and Grantee intend that no third party have a right of enforcement under the provisions of Section 34-1-203(a)(iii) of the Wyoming Statutes.



**7.18 No Goods or Services.** No goods or services have been received by Grantor or otherwise exchanged by the parties for this Easement.

**7.19 Effective Date.** Grantor and Grantee intend that the restrictions arising hereunder take effect on the day and year this deed is recorded with the County Clerk of Sheridan County, Wyoming, after all required signatures have been affixed hereto.

**TO HAVE AND TO HOLD,** this Conservation Easement, unto Grantee and its successors and assigns forever. This Deed of Conservation Easement may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but all of which together shall constitute one instrument.

**IN WITNESS WHEREOF,** Grantor and Grantee have set their hands under seal on the day and year set forth below.

**GRANTOR:**

11/16/23  
Date

11/16/23  
Date

By: [Signature], trustee

By: [Signature], trustee



**2023-788886** 11/16/2023 4:02 PM PAGE: 20 OF 39  
FEES: \$126.00 PK EASEMENT  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

STATE OF WYOMING     )  
  ) ss.  
COUNTY OF SHERIDAN )

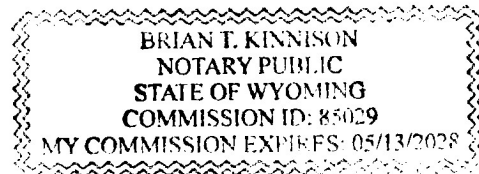
The foregoing document was acknowledged before me this 16<sup>th</sup> day of November

2023 by Steven T. Ough and Linda R. Ough, Trustees of The Steven and Linda Ough Trust  
dated April 1, 2022.

WITNESS my hand and official seal.

My commission expires: 5-13-24

Notary Public





The foregoing Deed of Conservation Easement is hereby duly accepted by the Sheridan Community Land Trust.

**GRANTEE:**

Sheridan Community Land Trust

11/16/2023  
 Date

By: [Signature]  
 Its: Executive Director

STATE OF WYOMING     )  
   ) ss.  
 COUNTY OF SHERIDAN )

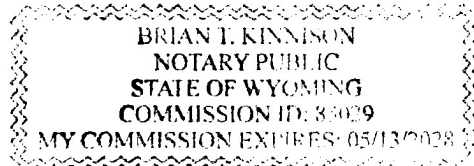
The foregoing document was acknowledged before me this 16<sup>th</sup> day of Nov, 2023,  
 by Bruce Bauer as Executive Director of the Sheridan Community Land  
 Trust, a non-profit corporation under the laws of the State of Wyoming, on behalf  
 of the corporation.

WITNESS my hand and official seal.

My commission expires: 5-13-28

[Signature]

Notary Public



**EXHIBIT A**

**LEGAL DESCRIPTION**

The Land referred to herein below is situated in the County of Sheridan, State of Wyoming, and is described as follows:  
A TRACT OF LAND LOCATED IN THE WEST HALF OF THE NORTHEAST QUARTER (W1/2NE1/4) AND THE EAST HALF OF THE NORTHWEST QUARTER (E1/2NW1/4) OF SECTION 6, TOWNSHIP 56 NORTH, RANGE 83 WEST, 6TH PRINCIPAL MERIDIAN, SHERIDAN COUNTY, WYOMING, AKA TRACT 19 BLACK TOOTH RANCHES, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT THE SOUTH QUARTER (S1/4) CORNER OF SECTION 32, TOWNSHIP 57 NORTH, RANGE 83 WEST, 6TH PRINCIPAL MERIDIAN, SHERIDAN COUNTY, WYOMING;  
THENCE S 75°59'34" E, 484.65 FEET TO A POINT LYING ON THE CENTERLINE OF THE SOUTHEASTERN EASEMENT SHOWN ON EXHIBIT RECORDED IN THE RECORDS OF THE SHERIDAN COUNTY CLERK #2021-774272; SAID POINT BEING THE POINT OF BEGINNING OF SUBJECT TRACT; THENCE S 00°40'54" E, 2515.66 FEET TO THE SOUTH LINE OF THE NORTH HALF (N1/2) OF SAID SECTION 6; THENCE S 89°20'38" W, 1447.75 FEET ALONG SAID SOUTH LINE TO A POINT; THENCE N 00°39'22" W, 2568.93 FEET TO A POINT LYING ON SAID CENTERLINE; THENCE S 73°57'15" E, 604.48 FEET ALONG SAID CENTERLINE; THENCE THROUGH A CURVE TO THE LEFT HAVING A RADIUS OF 698.77 FEET, AN ARC LENGTH OF 642.36 FEET, DELTA OF 52°40'12", AND A CHORD OF N 79°42'40" E, 619.98 FEET ALONG SAID CENTERLINE; THENCE N 53°20'55" E, 30.32 FEET ALONG SAID CENTERLINE; THENCE ALONG SAID CENTERLINE THROUGH A CURVE TO THE RIGHT HAVING A RADIUS OF 164.35 FEET, AN ARC LENGTH OF 152.51 FEET, DELTA OF 53°10'05" AND A CHORD OF N 79°39'22" E, 147.10 FEET; THENCE S 74°04'26" E, 90.62 FEET ALONG



SAID CENTERLINE TO THE POINT OF BEGINNING.  
AND  
A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER (NW1/4) OF  
SECTION 6,  
TOWNSHIP 56 NORTH, RANGE 83 WEST, 6TH PRINCIPAL MERIDIAN,  
SHERIDAN COUNTY,  
WYOMING AKA TRACT 20 BLACK TOOTH RANCHES, BEING MORE  
PARTICULARLY  
DESCRIBED AS FOLLOWS:  
BEGINNING AT THE SOUTHEAST CORNER OF SECTION 31, TOWNSHIP 57  
NORTH,  
RANGE 83 WEST, SAID POINT BEING THE POINT OF BEGINNING OF  
SUBJECT TRACT  
AND LYING ON THE CENTERLINE OF AN ACCESS EASEMENT DESCRIBED  
AS  
SOUTHEASTERN EASEMENT ON AN EXHIBIT RECORDED IN THE  
RECORDS OF THE  
SHERIDAN COUNTY CLERK RECORD #2021-774272; THENCE N 89°40'08"  
E, 275.79 FEET  
ALONG SAID CENTERLINE OF ACCESS EASEMENT; THENCE ALONG SAID  
CENTERLINE  
THROUGH A CURVE TO THE RIGHT HAVING A RADIUS OF 1699.63 FEET,  
AN ARC LENGTH  
OF 485.80 FEET, A DELTA OF 16°22'36" AND A CHORD OF S 82°08'31" E,  
484.15 FEET TO A  
POINT; THENCE S 00°39'22" E, 2568.93 FEET TO THE SOUTH LINE OF SAID  
NORTHWEST  
QUARTER (NW1/4); THENCE S 89°20'38" W, 723.57 FEET ALONG SAID  
SOUTH LINE TO A  
POINT; THENCE N 40°07'41" W, 1551.24 FEET ALONG THE NORTHWEST  
LINE OF TRACT  
23, BLACK TOOTH RANCHES; THENCE N 08°49'34" E, 1468.82 FEET ALONG  
THE EAST  
LINE OF TRACT 21, BLACK TOOTH RANCHES TO SAID CENTERLINE OF  
SAID ACCESS  
EASEMENT; THENCE N 89°40'08" E, 713.14 FEET ALONG SAID  
CENTERLINE TO THE  
POINT OF BEGINNING.  
AND  
A TRACT OF LAND BEING A PORTION OF THE WEST HALF OF THE  
NORTHWEST  
QUARTER (W½NW¼) OF SECTION 6, TOWNSHIP 56 NORTH, RANGE 83  
WEST, ALSO A  
PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER  
(NE¼NE¼) OF

SECTION 1, TOWNSHIP 56 NORTH, RANGE 84 WEST, ALSO A PORTION OF THE  
SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SE $\frac{1}{4}$ SW $\frac{1}{4}$ ) AND  
THE SOUTH  
HALF OF THE SOUTHEAST QUARTER (S $\frac{1}{2}$ SE $\frac{1}{4}$ ) OF SECTION 31,  
TOWNSHIP 57 NORTH,  
RANGE 83 WEST, 6TH PRINCIPAL MERIDIAN, SHERIDAN COUNTY,  
WYOMING, AKA TRACT  
21 BLACK TOOTH RANCHES, SUBJECT TRACT BEING MORE  
PARTICULARLY DESCRIBED

AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 31, BEING  
MONUMENTED WITH A BRASS CAP PER BLM SURVEY; THENCE S  
89°40'08" W, 713.14

FEET ALONG THE SOUTH LINE OF SAID SECTION 31 TO THE TRUE POINT  
OF BEGINNING

OF SUBJECT TRACT; THENCE LEAVING SAID SOUTH LINE S 08°49'34" W,  
1468.82 FEET;

THENCE N 56°12'11" W, 2541.45 FEET TO THE CENTERLINE OF THE  
WESTERN

EASEMENT DESCRIBED ON EXHIBIT RECORDED IN SHERIDAN COUNTY  
RECORD

NUMBER 2021-774272; THENCE N 60°27'35" E, 324.27 FEET ALONG SAID  
CENTERLINE;

THENCE CONTINUING ALONG SAID CENTERLINE THROUGH A CURVE TO  
THE LEFT

HAVING A RADIUS OF 175.00 FEET, AN ARC LENGTH OF 166.81 FEET, A  
CENTRAL ANGLE

OF 54°36'54", A CHORD BEARING OF N 34°18'21" E AND A CHORD  
DISTANCE OF 160.57

FEET; THENCE N 04°47'58" E, 313.95 FEET ALONG SAID CENTERLINE;  
THENCE

CONTINUING ALONG SAID CENTERLINE THROUGH A CURVE TO THE  
RIGHT, HAVING A

RADIUS OF 250.00 FEET, AN ARC LENGTH OF 120.24 FEET, A CENTRAL  
ANGLE OF

27°33'25", A CHORD BEARING OF N 18°34'40" E, AND A CHORD DISTANCE  
OF 119.08

FEET; THENCE N 32°21'23" E, 114.69 FEET ALONG SAID CENTERLINE;  
THENCE

CONTINUING ALONG SAID CENTERLINE THROUGH A CURVE TO THE  
LEFT, HAVING A

RADIUS OF 175.00 FEET, AN ARC LENGTH OF 114.74 FEET, A CENTRAL  
ANGLE OF

37°34'01", A CHORD BEARING OF N 13°34'22" E AND A CHORD DISTANCE OF 112.70 FEET;  
THENCE N 05°12'38" W, 102.08 FEET ALONG SAID CENTERLINE; THENCE CONTINUING  
ALONG SAID CENTERLINE THROUGH A CURVE TO THE RIGHT, HAVING A RADIUS OF  
200.00 FEET, AN ARC LENGTH OF 80.59 FEET, A CENTRAL ANGLE OF 23°05'16", A CHORD  
BEARING OF N 06°20'00" E AND A CHORD DISTANCE OF 80.05 FEET;  
THENCE N 17°52'38"  
E, 189.77 FEET ALONG SAID CENTERLINE; THENCE CONTINUING ALONG SAID  
CENTERLINE THROUGH A CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET, AN  
ARC LENGTH OF 62.39 FEET, A CENTRAL ANGLE 71°29'17", A CHORD BEARING OF N  
53°37'17" E, AND A CHORD DISTANCE OF 58.42 FEET; THENCE N 89°21'56"  
E, 1095.30  
FEET TO THE CENTERLINE OF THE SOUTHEASTERN DESCRIBED ON ABOVE SAID  
EXHIBIT RECORDED IN THE RECORDS OF THE SHERIDAN COUNTY CLERK RECORDING  
NUMBER 2021-774272; THENCE S 00°12'18" E, 639.00 ALONG THE CENTERLINE OF SAID  
SOUTHEASTERN EASEMENT; THENCE CONTINUING ALONG SAID CENTERLINE OF SAID  
SOUTHEASTERN EASEMENT THROUGH A CURVE TO THE LEFT, HAVING A RADIUS OF  
250.00 FEET, AN ARC LENGTH OF 126.68 FEET, A CENTRAL ANGLE OF 29°01'58", A  
CHORD BEARING OF S 14°43'17" E AND A CHORD DISTANCE OF 125.33 FEET; THENCE S  
29°14'16" E, 512.08 FEET ALONG SAID CENTERLINE OF SAID SOUTHEASTERN  
EASEMENT; THENCE CONTINUING ALONG SAID CENTERLINE OF SAID SOUTHEASTERN  
EASEMENT THROUGH A CURVE TO THE LEFT, HAVING A RADIUS OF 175.00 FEET, AN  
ARC LENGTH OF 186.60 FEET, A CENTRAL ANGLE OF 61°05'36", A CHORD BEARING OF S  
59°47'04" E AND A CHORD DISTANCE OF 177.88 FEET; THENCE N 89°40'08"  
E, 174.66 FEET  
ALONG SAID CENTERLINE OF SAID SOUTHEASTERN EASEMENT TO THE POINT OF  
BEGINNING OF SUBJECT TRACT.

AND  
A TRACT OF LAND WITHIN THE NORTH HALF OF THE NORTHEAST  
QUARTER (N $\frac{1}{2}$ NE $\frac{1}{4}$ )  
AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER  
(SE $\frac{1}{4}$ NE $\frac{1}{4}$ ) OF SECTION  
1, TOWNSHIP 56 NORTH, RANGE 84 WEST, ALSO WITHIN THE WEST HALF  
OF THE  
NORTHWEST QUARTER (W $\frac{1}{2}$ NW $\frac{1}{4}$ ) AND THE SOUTHEAST QUARTER OF  
THE  
NORTHWEST QUARTER (SE $\frac{1}{4}$ NW $\frac{1}{4}$ ) OF SECTION 6, TOWNSHIP 56 NORTH,  
RANGE 83  
WEST, 6TH PRINCIPAL MERIDIAN, SHERIDAN COUNTY, WYOMING, AKA  
TRACT 23 BLACK  
TOOTH RANCHES, SUBJECT TRACT BEING MORE PARTICULARLY  
DESCRIBED AS  
FOLLOWS:  
COMMENCING AT THE WEST QUARTER (W $\frac{1}{4}$ ) CORNER OF SAID  
SECTION 6,  
MONUMENTED WITH AN ALUMINUM CAP PER PLS 2608, SAID POINT  
BEING THE TRUE  
POINT OF BEGINNING; THENCE N 89°09'32" W, 47.04 FEET ALONG THE  
SOUTH LINE OF  
SAID SOUTHEAST QUARTER OF NORTHEAST QUARTER (SE $\frac{1}{4}$ NE $\frac{1}{4}$ );  
THENCE N  
33°45'13" W, 2410.95 FEET TO THE CENTERLINE OF AN ACCESS  
EASEMENT DESCRIBED  
AS THE WESTERN EASEMENT ON EXHIBIT RECORDED IN THE RECORDS  
OF THE  
SHERIDAN COUNTY CLERK RECORD NUMBER 2021-774272; THENCE N  
33°45'13" W,  
107.21 FEET ALONG SAID CENTERLINE; THENCE ALONG SAID  
CENTERLINE THROUGH A  
CURVE TO THE RIGHT HAVING A RADIUS OF 368.89 FEET, AN ARC  
LENGTH OF 606.58  
FEET, A CENTRAL ANGLE OF 94°12'49", A CHORD BEARING OF N 13°21'11"  
E AND A  
CHORD DISTANCE OF 540.51 FEET; THENCE LEAVING SAID CENTERLINE  
S 56°12'11" E,  
2541.45 FEET; THENCE S 40°07'41" E, 1551.24 FEET; THENCE S 89°20'38"  
W, 1790.53 FEET  
ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID  
SECTION 6 TO THE  
POINT OF BEGINNING OF SUBJECT TRACT.  
TRACT 12, BLACK TOOTH RANCHES:





A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE1/4NW1/4), THE SOUTH HALF OF THE NORTHEAST QUARTER (S1/2NE1/4), THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (NE1/4SW1/4) AND THE SOUTHEAST QUARTER (SE1/4) OF SECTION 31, TOWNSHIP 57 NORTH, RANGE 83 WEST, 6TH PRINCIPAL MERIDIAN, SHERIDAN COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;  
COMMENCING AT THE WEST QUARTER CORNER OF THE SAID SECTION 31  
MONUMENTED WITH A BRASS CAP PER BLM SURVEY, THENCE N 89°04'36" E, 1320.96 FEET ALONG THE SOUTH LINE OF THE NORTHWESTERN QUARTER (NW1/4) OF SECTION 31 TO THE TRUE POINT OF BEGINNING OF SUBJECT TRACT;  
THENCE N 00°24'49" W, 168.94 FEET ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE1/4NW1/4), THENCE N 89°04'36" E, 2695.10 FEET TO THE CENTERLINE OF AN ACCESS EASEMENT DESCRIBED AS SOUTHERN EASEMENT ON EXHIBIT RECORDED IN THE RECORDS OF THE SHERIDAN COUNTY CLERK RECORD #2021-774272; THENCE S 06°40'49" W, 145.35 FEET ALONG SAID CENTERLINE; THENCE CONTINUING ALONG SAID CENTERLINE THROUGH A CURVE TO THE LEFT HAVING A RADIUS OF 1011.44', AN ARC LENGTH OF 121.55 FEET, A CENTRAL ANGLE OF 06°53'07", A CHORD BEARING OF S 03°14'15" E, AND A CHORD LENGTH OF 121.47 FEET; THENCE S 00°12'18" E, 1303.09 FEET ALONG SAID CENTERLINE TO THE CENTERLINE OF AN ACCESS EASEMENT DESCRIBED AS WESTERN EASEMENT BY SAID EXHIBIT; THENCE S 89°21'56" W, 1095.30 FEET ALONG SAID CENTERLINE OF WESTERN EASEMENT; THENCE N 00°13'30" E, 427.04 FEET; THENCE S 89°04'36" W, 1584.28 FEET TO A POINT ON THE WEST LINE OF THE SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER



(SE1/4NW1/4); THENCE N 00°11'25" E, 966.98 FEET ALONG THE WEST LINE OF THE SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE1/4NW1/4) TO THE POINT OF BEGINNING.

AND

TRACT 13, BLACK TOOTH RANCHES:

A TRACT OF LAND BEING A PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER

(E1/2SE1/4) AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER

(SE1/4NE1/4) OF SECTION 31, TOWNSHIP 57 NORTH, RANGE 83 WEST, 6TH PRINCIPAL

MERIDIAN, SHERIDAN COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS

FOLLOWS;

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 31, BEING THE POINT

OF BEGINNING OF SUBJECT TRACT; THENCE S 00°11'53" E, 2712.10 FEET ALONG THE

EAST LINE OF SAID SECTION 31, TO THE SAID CENTERLINE OF AN ACCESS EASEMENT

DESCRIBED AS SOUTHEASTERN EASEMENT ON EXHIBIT RECORDED IN THE RECORDS

OF THE SHERIDAN COUNTY CLERK RECORD #2021-774272; THENCE S 89°40'08" W,

887.82 FEET ALONG SAID CENTERLINE; THENCE CONTINUING ALONG SAID CENTERLINE

THROUGH A CURVE TO THE RIGHT HAVING A RADIUS OF 175.00 FEET, AN ARC LENGTH

OF 186.60 FEET, A CENTRAL ANGLE OF 61°05'36", A CHORD BEARING OF N 59°47'04" W, AND A CHORD DISTANCE OF 177.88 FEET; THENCE N 29°14'16" W, 512.04

FEET ALONG SAID CENTERLINE; THENCE ALONG SAID CENTERLINE THROUGH A CURVE

TO THE RIGHT HAVING A RADIUS OF 250.00 FEET, AN ARC LENGTH OF 126.68 FEET, A

CENTRAL ANGLE OF 29°01'58", A CHORD BEARING OF N 14°43'17" W, AND A CHORD

DISTANCE OF 125.33; THENCE N 00°12'18" W, 639.00 FEET ALONG SAID CENTERLINE TO

THE CENTERLINE OF EASEMENT DESCRIBED AS SOUTHERN EASEMENT ON SAID

EXHIBIT RECORD #2021-774272; THENCE N 00°12'18" W, 1303.09 FEET ALONG SAID



SOUTHERN EASEMENT CENTERLINE; THENCE CONTINUING ALONG SAID SOUTHERN EASEMENT CENTERLINE THROUGH A CURVE TO THE RIGHT, HAVING A RADIUS OF 1011.44 FEET, AN ARC LENGTH OF 121.55 FEET, A CENTRAL ANGLE OF 06°53'07", A CHORD BEARING OF N 03°14'15" E AND A CHORD DISTANCE OF 121.47 FEET; THENCE N 89°04'36" E, 1314.26 FEET; THENCE S 00°12'38" E, 24.87 FEET ALONG SAID EAST LINE OF SAID SECTION 31 TO THE POINT OF BEGINNING.

AND

TRACT 14, BLACK TOOTH RANCHES:

A TRACT OF LAND LOCATED IN THE WEST HALF OF THE SOUTHWEST QUARTER

(W1/2SW1/4) OF SECTION 32, TOWNSHIP 57 NORTH, RANGE 83 WEST, ALSO IN THE

NORTHWEST QUARTER OF THE NORTHEAST QUARTER (NW1/4NE1/4) AND THE

NORTHEAST QUARTER OF THE NORTHWEST QUARTER (NE1/4NW1/4) OF SECTION 6,

TOWNSHIP 56 NORTH, RANGE 83 WEST, 6TH PRINCIPAL MERIDIAN, SHERIDAN COUNTY,

WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER (W1/4) OF SECTION 32 SAID POINT BEING

THE POINT OF BEGINNING OF SUBJECT TRACT; THENCE N 89°03'44" E, 1317.71 FEET

ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER (SW1/4) OF SAID SECTION 32;

THENCE S 00°35'36" E, 1584.17 FEET ALONG THE EAST LINE OF SAID WEST HALF OF THE

SOUTHWEST QUARTER (W1/2SW); THENCE S 12°07'14" W, 1327.29 FEET TO THE

CENTERLINE OF AN EASEMENT DESCRIBED AS SOUTHEASTERN EASEMENT IN THE

EXHIBIT RECORDED IN THE RECORDS OF THE SHERIDAN COUNTY CLERK RECORD

#2021-774272; THENCE N 73°57'15" W, 302.23 FEET ALONG SAID CENTERLINE; THENCE

ALONG SAID CENTERLINE THROUGH A CURVE TO THE LEFT HAVING A RADIUS OF 1699

FEET, AN ARC LENGTH OF 485.80 FEET, A DELTA OF 16°22'36" AND A CHORD OF



N 82°08'31" W, 484.15 FEET; THENCE S 89°40'08" W, 275.79 FEET ALONG SAID

CENTERLINE TO THE SOUTHWEST CORNER OF SAID SECTION 32;

THENCE N 00°11'53"

W, 2712.10 FEET ALONG THE WEST LINE OF SAID SECTION 32 TO THE POINT OF

BEGINNING.

AND

TRACT 22, BLACK TOOTH RANCHES:

A TRACT OF LAND BEING A PORTION OF THE EAST HALF OF THE SOUTHWEST

QUARTER (E1/2SW1/4) AND THE WEST HALF OF THE SOUTHEAST QUARTER (W1/2SE1/4)

OF SECTION 31, TOWNSHIP 57 NORTH, RANGE 83 WEST AND A PORTION OF THE

NORTHWEST QUARTER OF THE NORTHEAST QUARTER (NW1/4NE1/4) OF SECTION 1,

TOWNSHIP 56 NORTH, RANGE 84 WEST, 6TH P.M., SHERIDAN COUNTY, WY; BEING

MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTH QUARTER CORNER SAID SECTION 1, MONUMENTED

WITH A BRASS CAP PER BLM SURVEY, SAID POINT BEING THE TRUE POINT OF

BEGINNING; THENCE N 89°37'03" E, 366.72 FEET ALONG THE NORTH LINE OF SAID

SECTION 1; THENCE LEAVING SAID NORTH LINE N 00°11'25" E, 1704.11 FEET ALONG THE

WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 31;

THENCE N 89°04'36" E, 1584.28 FEET; THENCE S 00°13'30" W, 427.04 FEET TO THE

CENTERLINE OF AN EASEMENT DESCRIBED AS THE WESTERN EASEMENT ON EXHIBIT

RECORDED IN THE RECORDS OF THE SHERIDAN COUNTY CLERK RECORD NUMBER

2021-774272; THENCE ALONG SAID CENTERLINE THROUGH A CURVE TO THE LEFT,

HAVING A RADIUS OF 50.00 FEET, AN ARC LENGTH 62.39 FEET, A CENTRAL ANGLE OF

71°29'17", A CHORD BEARING OF S 53°37'17" W AND A CHORD DISTANCE OF 58.42 FEET;

THENCE S 17°52'38" W, 189.77 FEET ALONG SAID CENTERLINE; THENCE CONTINUING



ALONG SAID CENTERLINE THROUGH A CURVE TO THE LEFT, HAVING A  
RADIUS OF  
200.00 FEET, AN ARC LENGTH OF 80.59 FEET, A CENTRAL ANGLE OF  
23°05'16", A CHORD  
BEARING OF S 06°20'00" W AND A CHORD DISTANCE OF 80.05 FEET;  
THENCE S 05°12'38"  
E, 102.08 FEET ALONG SAID CENTERLINE; THENCE CONTINUING ALONG  
SAID  
CENTERLINE THROUGH A CURVE TO THE RIGHT, HAVING A RADIUS OF  
175.00 FEET, AN  
ARC LENGTH OF 114.74 FEET, A CENTRAL ANGLE OF 37°34'01", A CHORD  
BEARING OF S  
13°34'22" W AND A CHORD DISTANCE OF 112.70 FEET; THENCE S  
32°21'23" W, 114.69  
FEET ALONG SAID CENTERLINE; THENCE CONTINUING ALONG SAID  
CENTERLINE  
THROUGH A CURVE TO THE LEFT, HAVING A RADIUS OF 250.00 FEET, AN  
ARC LENGTH  
OF 120.24 FEET, A CENTRAL ANGLE OF 27°33'25", A CHORD BEARING OF  
S 18°34'40" W  
AND A CHORD DISTANCE OF 119.08 FEET; THENCE S 04°47'58" W, 307.28  
FEET ALONG  
SAID CENTERLINE; THENCE CONTINUING ALONG SAID CENTERLINE  
THROUGH A CURVE  
TO THE RIGHT, HAVING A RADIUS OF 175.00 FEET, AN ARC LENGTH OF  
170.01 FEET, A  
CENTRAL ANGLE OF 55°39'37", A CHORD BEARING OF S 32°37'47" W AND  
A CHORD  
DISTANCE OF 163.40; THENCE S 60°27'35" W, 327.66 FEET ALONG SAID  
CENTERLINE;  
THENCE CONTINUING ALONG SAID CENTERLINE THROUGH A CURVE TO  
THE LEFT,  
HAVING A RADIUS OF 368.89 FEET, AN ARC LENGTH OF 606.58, A  
CENTRAL ANGLE OF  
94°12'49", A CHORD BEARING OF S 13°21'11" W AND A CHORD DISTANCE  
OF 540.51  
FEET; THENCE S 33°45'13" E, 107.21 FEET ALONG SAID CENTERLINE;  
THENCE LEAVING  
SAID CENTERLINE S 69°13'15" W, 1343.01 FEET TO THE WEST LINE OF  
SAID NORTH HALF  
OF THE SOUTHEAST QUARTER (NW1/4NE1/4) OF SAID SECTION 1;  
THENCE N 00°13'29"  
W, 1105.51 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING.  
AND  
TRACT 24, BLACK TOOTH RANCHES:



**2023-788886** 11/16/2023 4:02 PM PAGE: 32 OF 39  
FEES: \$126.00 PK EASEMENT  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

A TRACT OF LAND WITHIN THE NORTHEAST (NE1/4) QUARTER, SECTION 1, TOWNSHIP 56 NORTH, RANGE 84 WEST, 6TH PRINCIPAL MERIDIAN, SHERIDAN COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 1, MONUMENTED WITH A 2" LEADED PIPE PER BLM SURVEY, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE N 00°13'29" W, 1490.09 FEET ALONG THE NORTH/SOUTH CENTERLINE OF SAID SECTION 1; THENCE LEAVING SAID CENTERLINE, N 69°13'15" E, 1343.01 FEET TO A POINT ON THE CENTERLINE OF THE ACCESS EASEMENT DESCRIBED AS WESTERN EASEMENT ON EXHIBIT RECORDED IN THE RECORDS OF THE SHERIDAN COUNTY CLERK RECORD NUMBER 2021-774272; THENCE S 33°45'13" E, 2410.95 FEET TO A POINT ON THE WEST LINE OF SAID NORTHEAST QUARTER (NE1/4); THENCE N 89°09'32" W, 2589.66 FEET ALONG SAID WEST LINE, TO THE POINT OF BEGINNING.



Wood Group USA  
2615 Aviation Drive  
Sheridan WY 82801  
United States  
T: +1 307 675 6400  
www.woodplc.com

wood.

## LEGAL DESCRIPTION

### BUILDING ENVELOPE WITHIN TRACT 21 OF THE BLACK TOOTH RANCHES PLAT SHERIDAN COUNTY, WYOMING

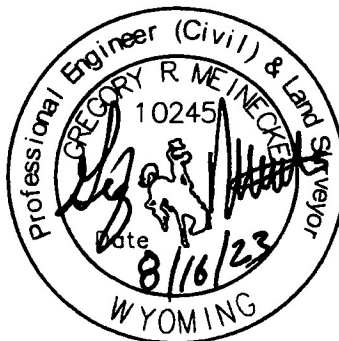
A parcel of land within Tract 21 of the Black Tooth Ranches Plat as recorded under Survey A-645 with receiving number 2021-774901 of the records of the Sheridan County Wyoming Clerk and Recorder, said parcel of land being more particularly described as follows:

Beginning at the north east corner of said Tract 21 (POB); thence along the east line thereof S08°49'43"W a distance of 712.59 feet; thence S71°34'14"W a distance of 412.31 feet; thence N25°02'46"W a distance of 384.54 feet; thence N19°06'49"E a distance of 766.70 feet to a point on the north line of said Tract 21; thence along said north line S29°14'16"E a distance of 171.68 feet to the beginning of a curve; thence continuing along said north line and along said curve turning to the left with an arc length of 186.60 feet, a radius of 175.00 feet, a chord bearing of S59°47'04"E, and a chord length of 177.88 feet; thence continuing along said north line N89°40'08"E a distance of 174.71 feet to the Point of Beginning.

Said Building Envelope contains 9.95 acres and is as graphically shown on the attached "EXHIBIT A -BUILDING ENVELOPE" exhibit attached hereto and by this mention is made a part hereof.

Any modification of the above legal description terminates all liability of the surveyor who prepared the description.

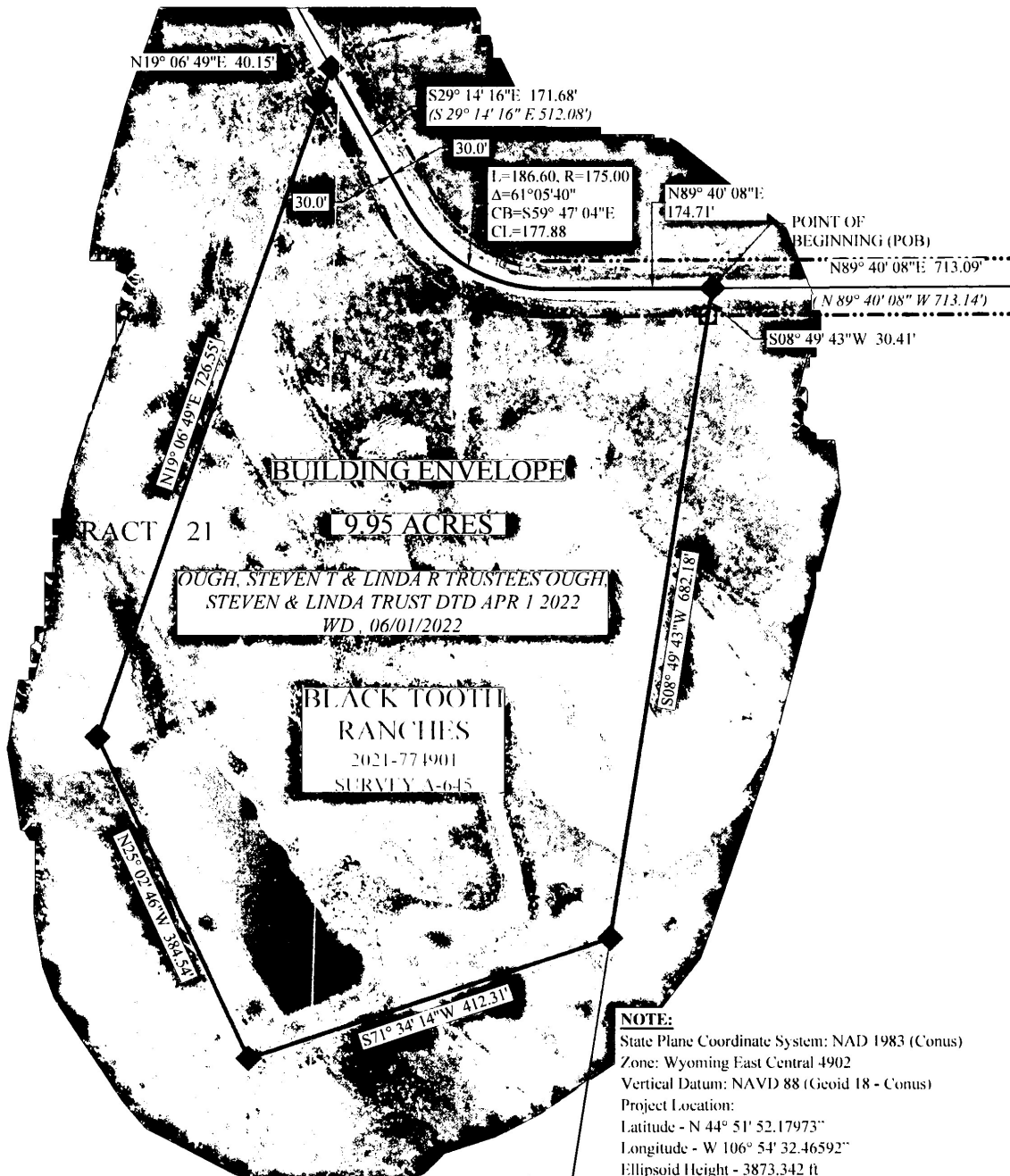
I, Gregory R Meinecke, Registered Professional Engineer and Land Surveyor, do hereby certify that this legal description was prepared by me on August 16<sup>th</sup>, 2023 from a survey made under my direct supervision and correctly represents the Exception to the best of my knowledge.



Gregory R Meinecke  
WY PE/PLS #10245



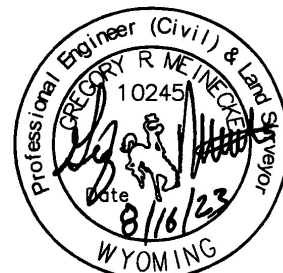
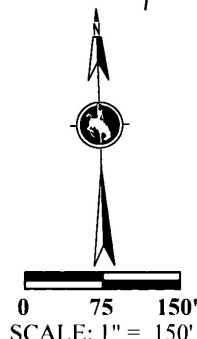
**"EXHIBIT B"**  
**BUILDING ENVELOPE**  
 WITHIN TRACT 21 OF THE BLACK TOOTH RANCHES  
 6TH PRINCIPAL MERIDIAN,  
 SHERIDAN COUNTY, WY



2023-788886 11/16/2023 4:02 PM PAGE: 35 OF 39  
 FEES: \$126.00 PK EASEMENT  
 EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

**LEGEND:**

FOUND PRIVATE MONUMENT ☐  
 CALCULATED POSITION ☒  
 TRACT BOUNDARY   
 BUILDING ENVELOPE   
 ROAD RIGHT-OF-WAY   
 RECORD DIMENSIONS ( )



Client:  
 Steven Ough  
 11 Fawn Drive  
 Buffalo, WY 82834

Prepared By:  
**wood.**  
 2615 Aviation Dr.  
 Sheridan, WY 82801  
 (307) 675-6400 www.woodplc.com

"EXHIBIT A" BUILDING  
 ENVELOPE  
 WITHIN TRACT 21 OF THE  
 BLACK TOOTH RANCHES  
 SHERIDAN COUNTY, WY

Land Agent: ---

Project #: 258790

Drawn: BNS

Checked: KMI

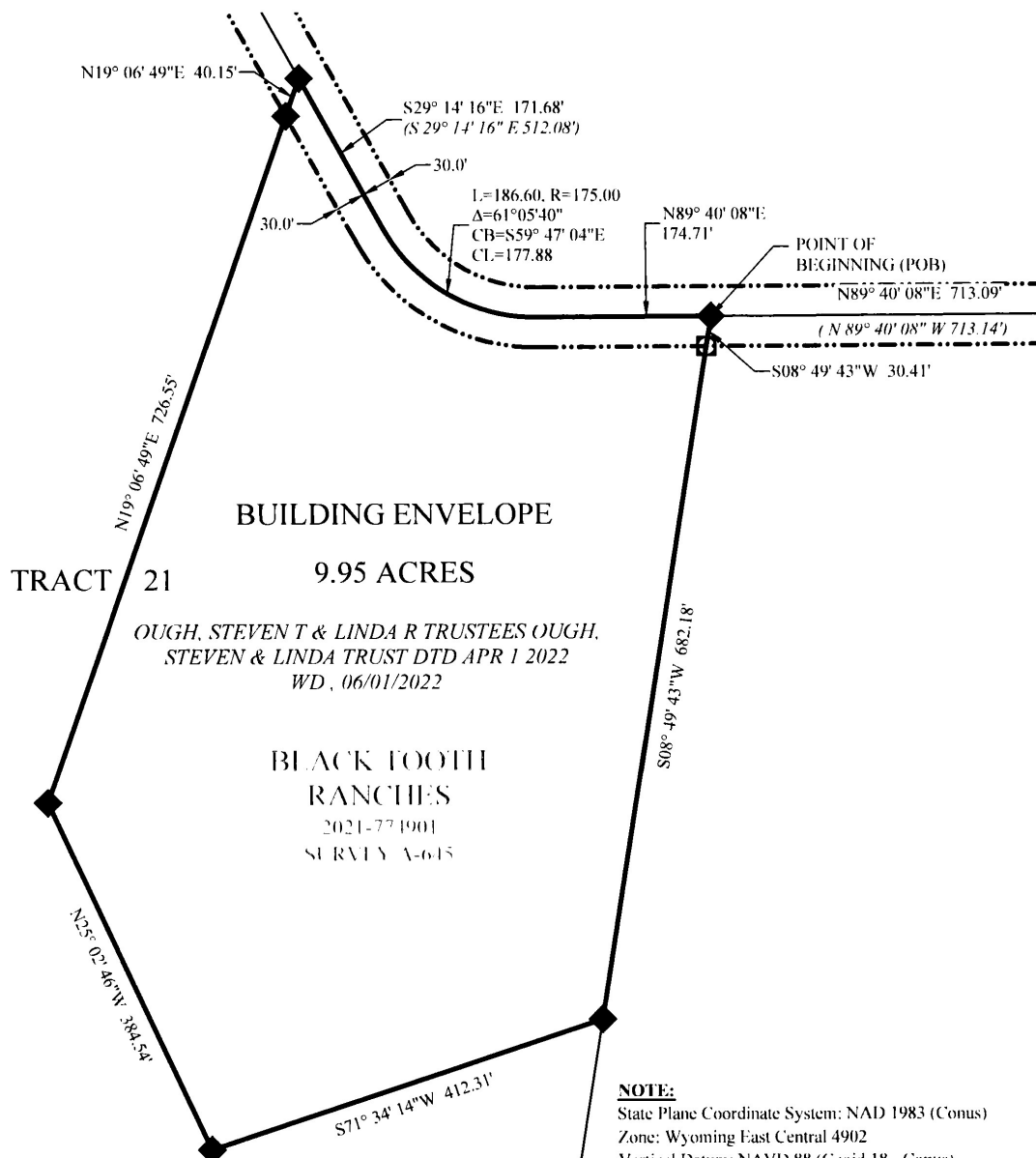
Approval: ---

Date: 8/16/2023

Sheet: 2 OF 3

Rev: 2

**"EXHIBIT B"**  
**BUILDING ENVELOPE**  
 WITHIN TRACT 21 OF THE BLACK TOOTH RANCHES  
 6TH PRINCIPAL MERIDIAN,  
 SHERIDAN COUNTY, WY



**NOTE:**

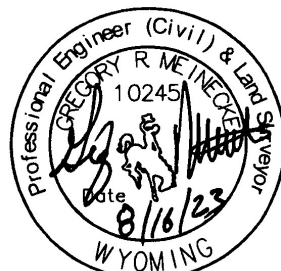
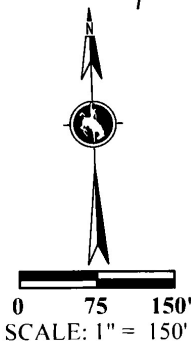
State Plane Coordinate System: NAD 1983 (Conus)  
 Zone: Wyoming East Central 4902  
 Vertical Datum: NAVD 88 (Geoid 18 - Conus)  
 Project Location:  
 Latitude - N 44° 51' 52.17973"  
 Longitude - W 106° 54' 32.46592"  
 Ellipsoid Height - 3873.342 ft  
 Elevation - 3918.469'  
 Scale Factor - 1.0002337941

**NOTES:**

1. BEARINGS AND DISTANCES SHOWN ARE MEASURED UNLESS OTHERWISE NOTED.

**LEGEND:**

FOUND PRIVATE MONUMENT □  
 CALCULATED POSITION ◆  
 TRACT BOUNDARY ———  
 BUILDING ENVELOPE ———  
 ROAD RIGHT-OF-WAY - - - - -  
 RECORD DIMENSIONS ( )



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"EXHIBIT A" BUILDING  
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 SHERIDAN COUNTY, WY

Land Agent: ---

Project #: 258790

Drawn: BNS

Checked: KME

Approval: ---

Date: 8/16/2023

Sheet: 3 OF 3

Rev: 2

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wood.

## LEGAL DESCRIPTION

### BUILDING ENVELOPE WITHIN TRACT 14 OF THE BLACK TOOTH RANCHES PLAT SHERIDAN COUNTY, WYOMING

A parcel of land within Tract 14 of the Black Tooth Ranches Plat as recorded under Survey A-645 with receiving number 2021-774901 of the records of the Sheridan County Wyoming Clerk and Recorder, said parcel of land being more particularly described as follows:

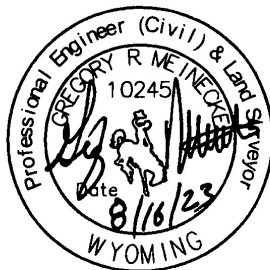
Beginning at the angle point in the east line of said Tract 14 monumented with a rebar and cap; thence along said east line S12°06'59"W a distance of 35.60 feet; thence departing from said east line S78°53'53"W a distance of 663.84 feet; thence N04°59'38"W a distance of 841.11 feet; thence N89°45'02"E a distance of 268.99 feet; thence S44°45'55"E a distance of 654.51 feet to a point on the east line of said Tract 14; thence along said east line S00°35'51"E a distance of 211.76 feet to the Point Of Beginning.

Said Building Envelope contains 9.95 acres and is as graphically shown on the attached "EXHIBIT A – BUILDING ENVELOPE" exhibit attached hereto and by this mention is made a part hereof.

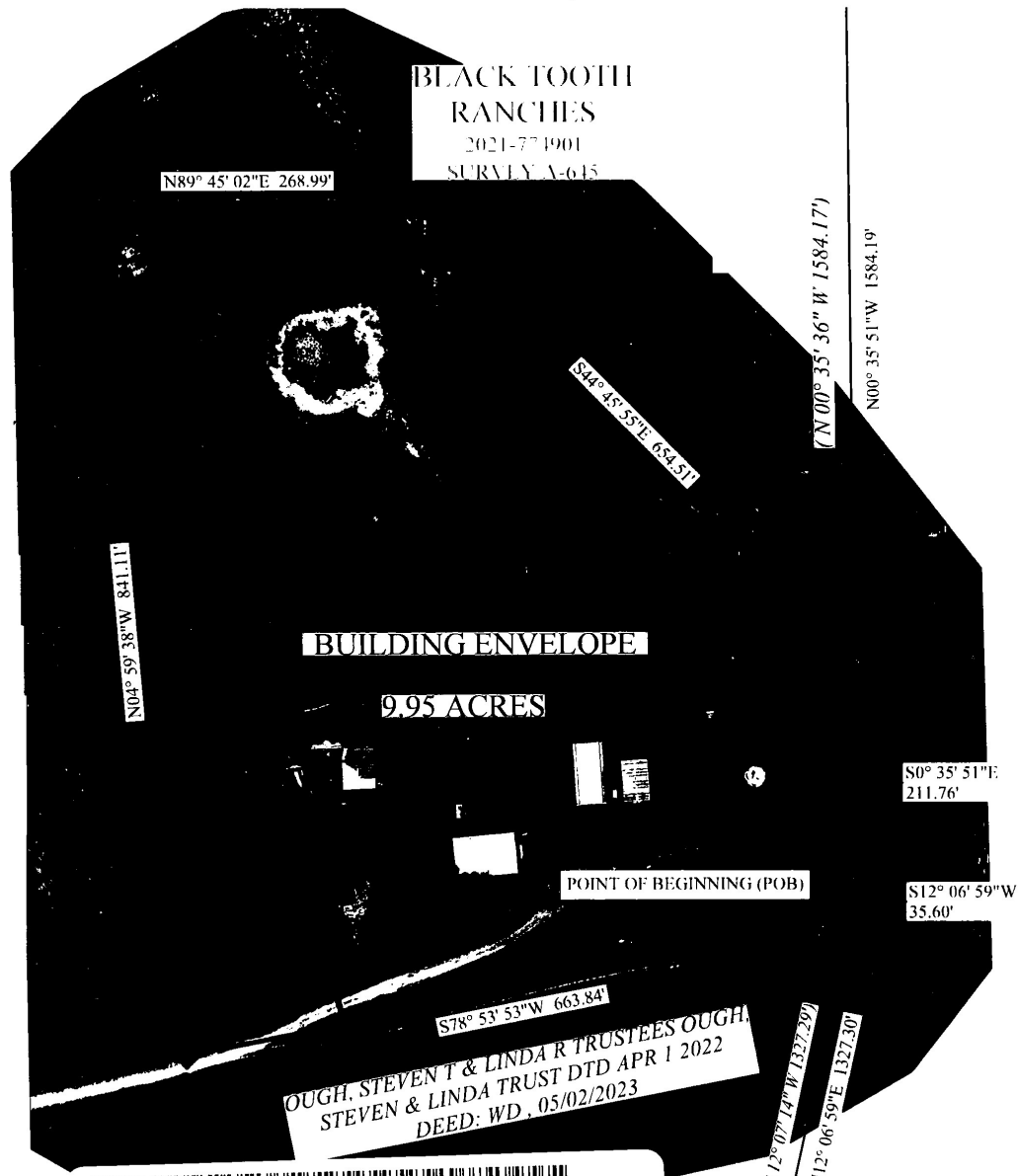
Any modification of the above legal description terminates all liability of the surveyor who prepared the description.

I, Gregory R Meinecke, Registered Professional Engineer and Land Surveyor, do hereby certify that this legal description was prepared by me on August 16<sup>th</sup>, 2023 from a survey made under my direct supervision and correctly represents the Exception to the best of my knowledge.

Gregory R Meinecke  
WY PE/PLS #10245



**"EXHIBIT B"**  
**BUILDING ENVELOPE**  
WITHIN TRACT 14 OF THE BLACK TOOTH RANCHES  
6TH PRINCIPAL MERIDIAN,  
SHERIDAN COUNTY, WY



2023-788886 11/16/2023 4:02 PM PAGE: 38 OF 39  
FEES: \$126.00 PK EASEMENT  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

**NOTE:**

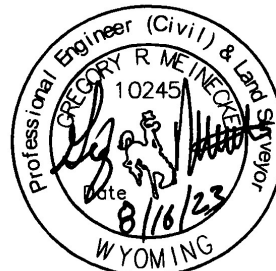
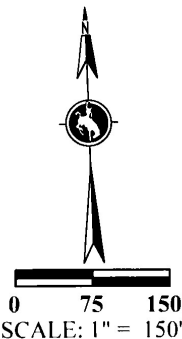
State Plane Coordinate System: NAD 1983 (Conus)  
Zone: Wyoming East Central 4902  
Vertical Datum: NAVD 88 (Geoid 18 - Conus)  
Project Location:  
Latitude - N 44° 51' 52.17973"  
Longitude - W 106° 54' 32.46592"  
Ellipsoid Height - 3873.342 ft  
Elevation - 3918.469'  
Scale Factor - 1.0002337941

**NOTES:**

1. BEARINGS AND DISTANCES SHOWN ARE  
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**LEGEND:**

FOUND PRIVATE MONUMENT □  
CALCULATED POSITION ◆  
TRACT BOUNDARY ———  
BUILDING ENVELOPE ———  
RECORD DIMENSIONS ( )



Client:  
Steven Ough  
11 Fawn Drive  
Buffalo, WY 82834

Prepared By:

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Sheridan, WY 82801  
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**wood.**

"EXHIBIT A" BUILDING  
ENVELOPE  
WITHIN TRACT 14 OF THE  
BLACK TOOTH RANCHES  
SHERIDAN COUNTY, WY

Land Agent: ---

Project #: 258790

Drawn: BNS

Checked: KME

Approval: ---

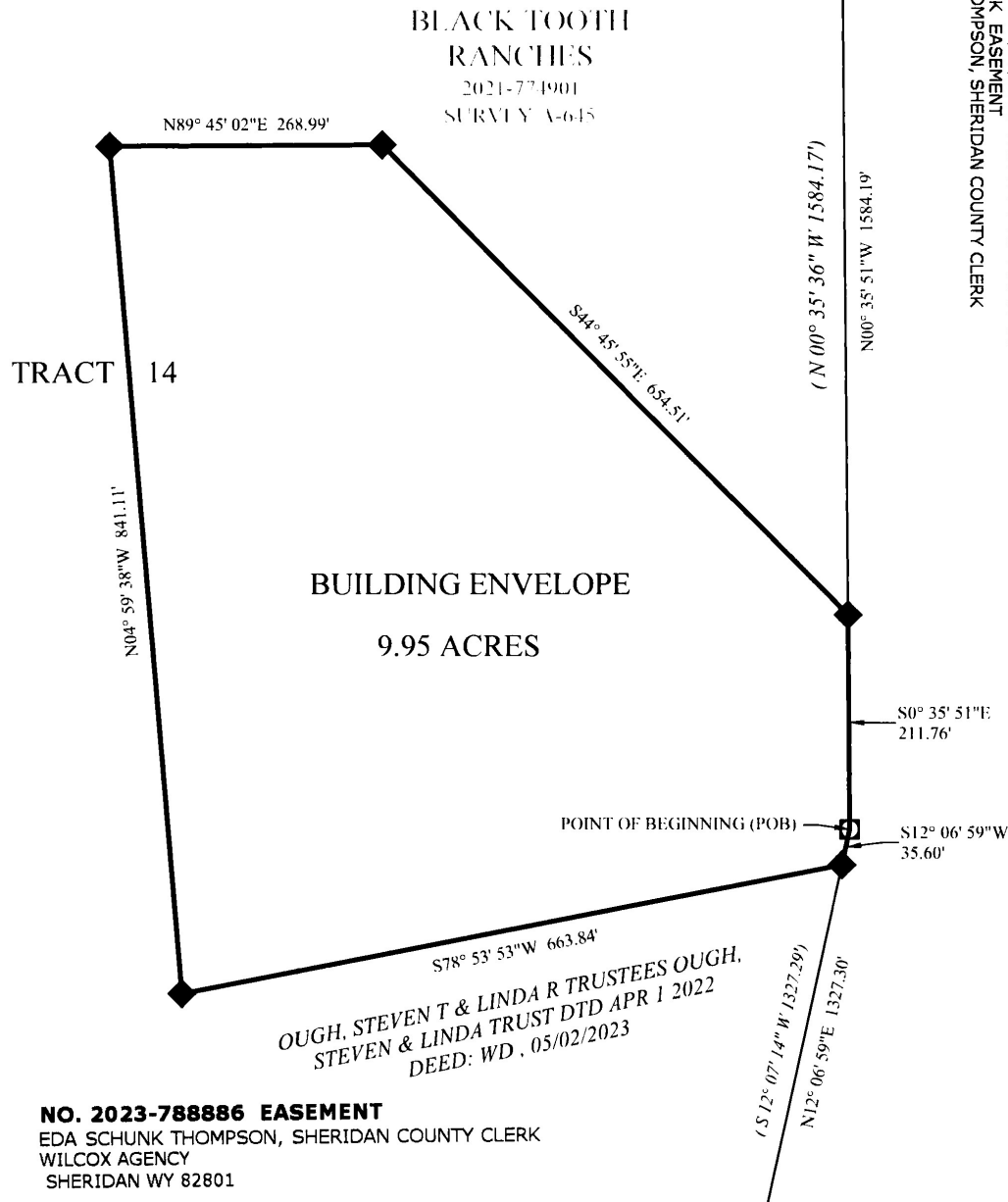
Date: 8/16/2023

Sheet: 2 OF 3

Rev: 2

**"EXHIBIT B"**  
**BUILDING ENVELOPE**  
WITHIN TRACT 14 OF THE BLACK TOOTH RANCHES  
6TH PRINCIPAL MERIDIAN,  
SHERIDAN COUNTY, WY

2023-788886 11/16/2023 4:02 PM PAGE: 39 OF 39  
FEES: \$126.00 PK EASEMENT  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK



**NO. 2023-788886 EASEMENT**

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK  
WILCOX AGENCY  
SHERIDAN WY 82801

**NOTE:**

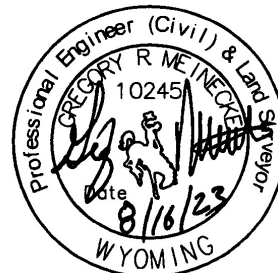
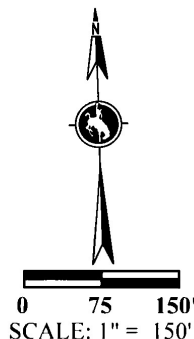
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**LEGEND:**

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CALCULATED POSITION ◆  
TRACT BOUNDARY ———  
BUILDING ENVELOPE ———  
RECORD DIMENSIONS ( )



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**wood.**

"EXHIBIT A" BUILDING  
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BLACK TOOTH RANCHES  
SHERIDAN COUNTY, WY

Land Agent: ---

Project #: 258790

Drawn: BNS

Checked: KME

Approval: ---

Date: 8/16/2023

Sheet: 3 OF 3

Rev: 2