



NON-EXCLUSIVE ACCESS LICENSE

North Sheridan Land Company, LLC, a Wyoming limited liability company, of 237 North Main St., Ste. 200, Sheridan, WY 82801 ("Licensor") hereby grants a License of scope and subject to the terms and conditions set forth below in this agreement unto Lawrence G. Gill, III, Trustee of the Lawrence G. Gill, III, Revocable Trust dated April 9, 2010, of 43 Chinook Dr., Sheridan, WY 82801 ("Licensee").

In consideration of the bargained for and exchanged valuable consideration and mutual promises made and received by and between the parties, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

A. Licensed Land. This License applies only to a specific portion of the surface of the following described land, which shall be referred to herein as "the License Land", to wit:

A twenty foot (20.00') wide strip of lands approximately one thousand three hundred fifty seven and three tenths feet (1,357.30') in length, more or less, located in Sheridan County, State of Wyoming in:

Township 57 North, Range 84 West, 6th P.M.

Section 26: SE1/4; and,
Section 35: NE1/4NE1/4

The precise License Land location and layout is further shown in additional detail in the attached Exhibit "A" diagram, which Exhibit "A" diagram is expressly incorporated into this Agreement by this reference.

B. Scope of License and Expenses. The License granted in this agreement shall allow the Licensee and the Licensee's agents, guests and invitees to locate, use and maintain a semi-improved driveway for ingress and egress access to the Licensee's fee lands located in Tract 5 as shown in the attached Exhibit "A".

C. Term. The License granted in this agreement shall automatically expire in all respects upon the conveyance by the Licensee of title in or to Tract 5 as shown in the attached Exhibit "A". The License granted in this agreement shall not run with the lands where it is located and shall not run with or benefit any other lands.

D. Costs. Licensee shall be solely and directly responsible at all times for all costs and expenses incurred for his use or his proportional use of the Licensed Land during the term of this License.



E. Non-Exclusive License. The License granted in this agreement is non-exclusive such that the Licensor shall reserve and retain all reasonable use of the burdened land that is not inconsistent with the Licensee's reasonable use of the License Land according to this license and the right to grant other licenses or easements in and to all or parts of the Licensed Land while this License is in effect.

G. No easement or interest. It is the express intent of the parties that the License granted by the Licensor to the Licensee in this agreement is not, and shall not be, intended in any way to grant any implied or express easement or to convey any other rights of any kind to Licensee other than only the Licensed permission described in this agreement.

H. Miscellaneous Terms.

1. Time of Essence. Time is of the essence in the performance of all rights, duties and obligations under this License agreement.

2. Entire Agreement. This License agreement constitutes the entire integrated written agreement between the parties hereto with respect to the subject matter hereof and all prior agreements, understandings or negotiations shall be deemed merged herein.

3. No Oral Modifications. No amendments or modifications to this License agreement shall be made or deemed to have been made unless in writing executed by the party or parties to be bound thereby.

4. Binding. This License agreement shall bind and fully inure to the benefit of all of the parties' respective authorized successors and assigns only during its actual term. This License agreement shall not ever run with, benefit and/or burden the parties' respective lands in any manner. This License agreement may not be assigned by the Licensee unto any other person or entity without the prior fully informed signed written consent of the Licensor.

5. Governing Law. This License agreement shall be interpreted and enforced according to the substantive and procedural laws of the State of Wyoming.

6. Captions. Titles and captions are inserted for convenience only and in no way define, limit, extend or describe the scope or intent of this License or any of its provisions or in any other way be construed to affect the meaning or construction of this License agreement or any of its provisions or in any other way be construed to affect the meaning or construction of this License agreement or any of its provisions.



7. **Notices.** Whenever any notice (including notice of an offer), demand or request is required or permitted under this License such notice, demand or request shall be in writing and shall be deemed to have been properly given or served when delivered in person to the other party or on the third business day after being deposited in the United States mail, with adequate postage prepaid and sent by registered or certified mail with return receipt requested, to the addresses set forth above in this agreement. No change in address shall be effective for purposes of this agreement unless and until it is actually provided to all other parties pursuant to the notice provisions of this License agreement in writing.

8. **Additional Documents and Further Assurance.** The parties shall, promptly after request, execute and deliver to each other, any and all additional documents not specifically referred to herein but which are necessary, helpful, convenient or appropriate to fully effectuate the purposes of this License agreement.

9. **Judicial Interpretation.** Should any provision of this License agreement require judicial interpretation, it is agreed that the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

10. **Waiver:** The failure of any party to exercise any right or power given hereunder, or to insist upon strict compliance by the other party with its obligations set forth herein shall not constitute a waiver of either party's right to demand strict compliance with the terms and conditions of this License agreement.

LICENSOR:

North Sheridan Land Company, LLC,
a Wyoming limited liability company

By: [Signature]
Title: Managing Member
Date: 12/5/19

LICENSEE:

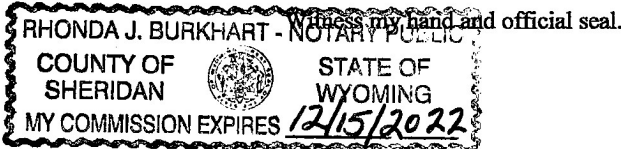
Lawrence G. Gill, III, Revocable Trust dated April 9, 2010

By: [Signature]
Lawrence G. Gill, III, Trustee
Date: 12/10/2019



STATE OF WYOMING)
 : ss
 County of Sheridan)

The above and foregoing License was executed and acknowledged before me this 5th
 day of December, 2019 by Jason Spielman, in his capacity as the authorized agent and manager
 North Sheridan Land Company, LLC, a Wyoming limited liability company.



Rhonda J. Burkhardt
 Notary Public

My commission expires: 12/15/2022

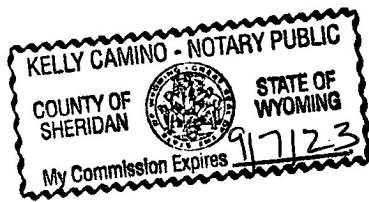
STATE OF WYOMING)
 : ss
 County of Sheridan)

The above and foregoing License was executed and acknowledged before me this 10th
 day of December, 2019, by Lawrence G. Gill, III, Trustee of the Lawrence G. Gill, III, Revocable
 Trust dated April 9, 2010.

Witness my hand and official seal.

Kelly Camino
 Notary Public

My commission expires: 9/7/23



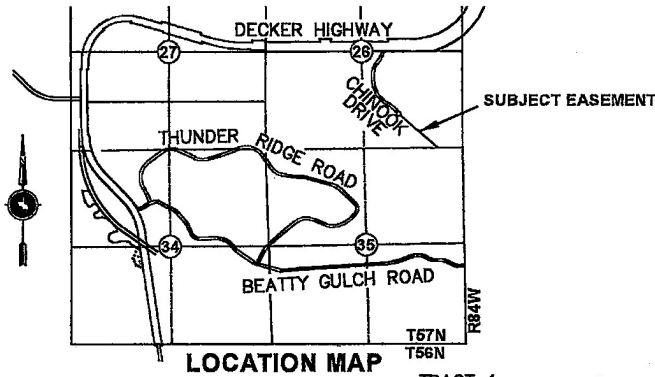


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FEES: \$27.00 SM LICENSE
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

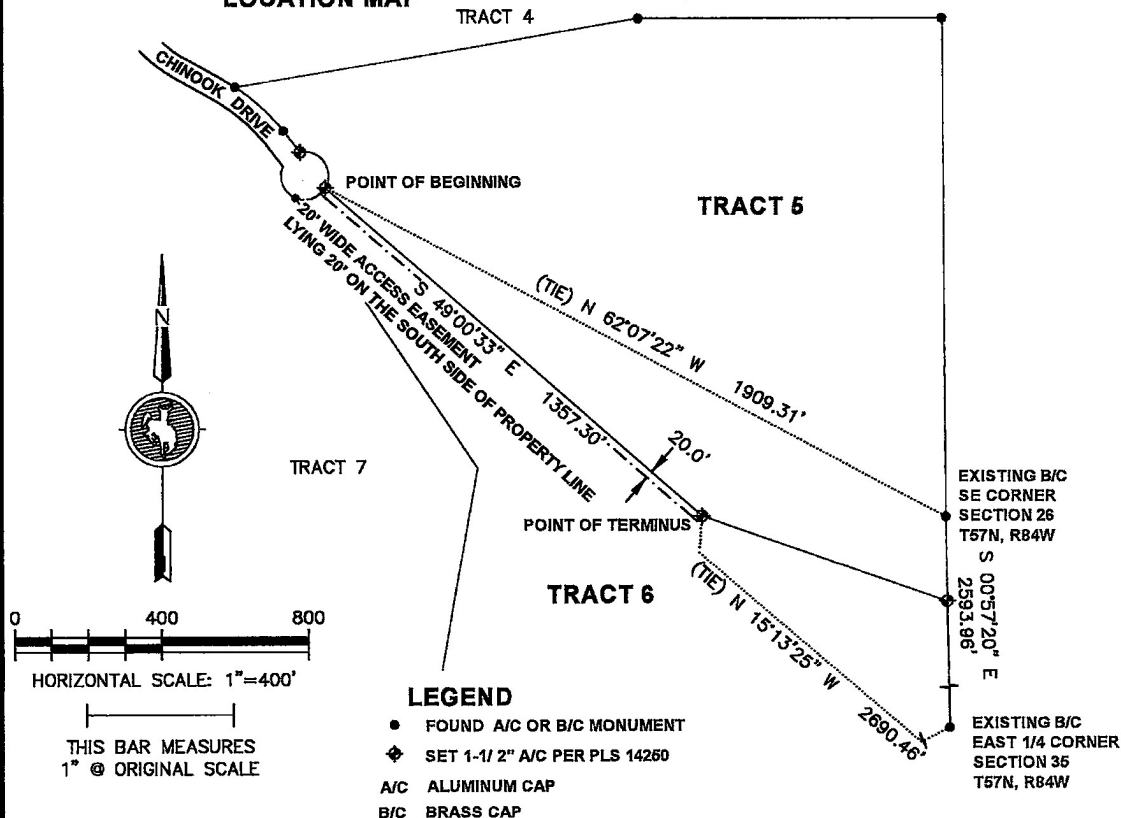
EXHIBIT "A" - License Location Diagram

SEE NEXT PAGE

EXHIBIT OF ACCESS EASEMENT NORTH RIM RANCHETTES



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FEES: \$27.00 SM LICENSE
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK



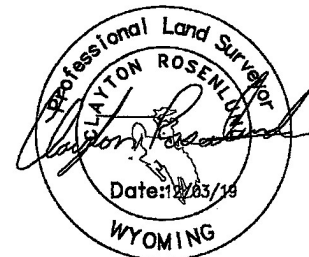
ACCESS EASEMENT

A TWENTY (20) FOOT WIDE STRIP OF LAND LOCATED IN THE SOUTHEAST QUARTER (SE1/4), SECTION 26, AND THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE1/4NE1/4), SECTION 35, TOWNSHIP 57 NORTH, RANGE 84 WEST, SIXTH PRINCIPAL MERIDIAN, SHERIDAN COUNTY, WYOMING LYING TWENTY (20) FEET ON THE SOUTHWESTERLY SIDE OF THE SOUTHWESTERLY PROPERTY LINE OF TRACT 5, NORTH RIM RANCHETTES; SAID SOUTHWESTERLY PROPERTY LINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 26; THENCE N 62°07'22" W, A DISTANCE OF 1909.31 FEET TO THE POINT OF BEGINNING OF SUBJECT EASEMENT LYING ON THE SOUTH RIGHT-OF-WAY OF CHINOOK DRIVE; THENCE S 49°00'33" E, A DISTANCE OF 1357.30 FEET TO THE POINT OF TERMINUS OF SUBJECT EASEMENT LYING N 15°13'25" W, A DISTANCE OF 2690.46 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 35. SUBJECT EASEMENT HAVING A TOTAL LENGTH OF 1357.30 FEET (82.26 RODS) MORE OR LESS. EASEMENT SUBJECT TO ANY PREVIOUSLY RECORDED EASEMENTS, EXCEPTIONS, RESTRICTIONS AND CONVEYANCES.

CERTIFICATE OF SURVEY

I, CLAYTON ROSENLUND, A REGISTERED LAND SURVEYOR IN THE STATE OF WYOMING DO HEREBY CERTIFY THAT THIS EXHIBIT WAS PREPARED FROM A SURVEY PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION.



NO. 2019-754592 LICENSE

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



Prepared by Cannon Consulting LLC/ (307)762-0109

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