



PRIVATE ROAD EASEMENT

For and in consideration of Ten Dollars (\$10.00), the mutual covenants and conveyances herein described and other good and sufficient consideration, the receipt whereof is hereby acknowledged, North Sheridan Land Company, LLC, a Wyoming limited liability company, of 237 North Main St., Ste. 200, Sheridan, WY 82801 ("Grantor") does hereby grant and convey 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 ("Grantee"), a perpetual non-exclusive twenty foot (20') wide private road right-of-way easement for the specific purpose of ingress and egress pursuant to the terms set forth in this Agreement.

Said private road right-of-way easement is a twenty foot (20.00') wide strip of lands approximately four hundred feet (400.00') 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.

Said private road right-of-way easement inures to, burdens and runs with Grantor lands located in Tract 6 shown on that attached Exhibit "A". Said private road right-of-way easement inures to, benefits and runs with the Grantee's lands located in Tract 5 shown on the attached Exhibit "A".

Said private road right-of-way easement shall be a perpetual non-exclusive easement expressly limited in character, scope, use and maintenance as follows:

A. This private right-of-way easement shall be used for the purpose of ingress and egress by vehicles or on foot for the Grantee and the Grantee's agents, guests and invitees.

B. The Grantee shall all fully defend and indemnify the Grantor against any and all claims, liabilities and/or damages arising in any way out of the Grantee's reasonable use, and Grantee's proportionate share of maintenance and upkeep of the private road easement at all times.



C. The Grantee shall use and maintain the private road right-of-way easement and the traveled surface therein in a reasonable manner preventing or repairing erosion within the described easement. Grantee shall at all times be solely responsible for one-half (50.00%) of all actual costs and for the conduct of ongoing reasonable maintenance, repair, upkeep, erosion prevention and weed control of the private road and its attendant shoulders and any attendant fence crossings. Grantor shall reasonably cooperate with Grantee and their contractors and agents with respect to the reasonable bidding, contracting and conduct of all such work.

D. This instrument with its Exhibit "A" shall be recorded with the Clerk and Recorder for Sheridan County, Wyoming, after it is delivered and accepted. Recording of this fully signed easement instrument shall be deemed by the parties to constitute conclusive evidence of express delivery and acceptance thereof by the Grantee.

E. Miscellaneous Terms.

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

2. Binding. This Agreement shall bind and fully inure to the benefit of all of the parties' respective authorized successors and assigns.

3. Governing Law. This Agreement shall be interpreted and enforced according to the substantive and procedural laws of the State of Wyoming.

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

5. Notices. Whenever any notice (including notice of an offer), demand or request is required or permitted under this Agreement 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.

6. Judicial Interpretation. Should any provision of this 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.



7. 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 Agreement.

GRANTOR:

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

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

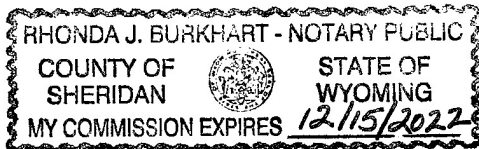
STATE OF WYOMING)
 : ss
County of Sheridan)

The above and foregoing Easement Agreement 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.

Witness my hand and official seal.

[Signature]
Notary Public

My commission expires: 12/15/2022



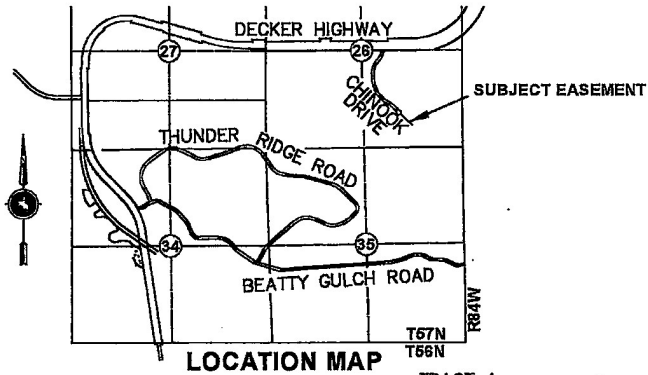


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FEES: \$24.00 SM EASEMENT
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

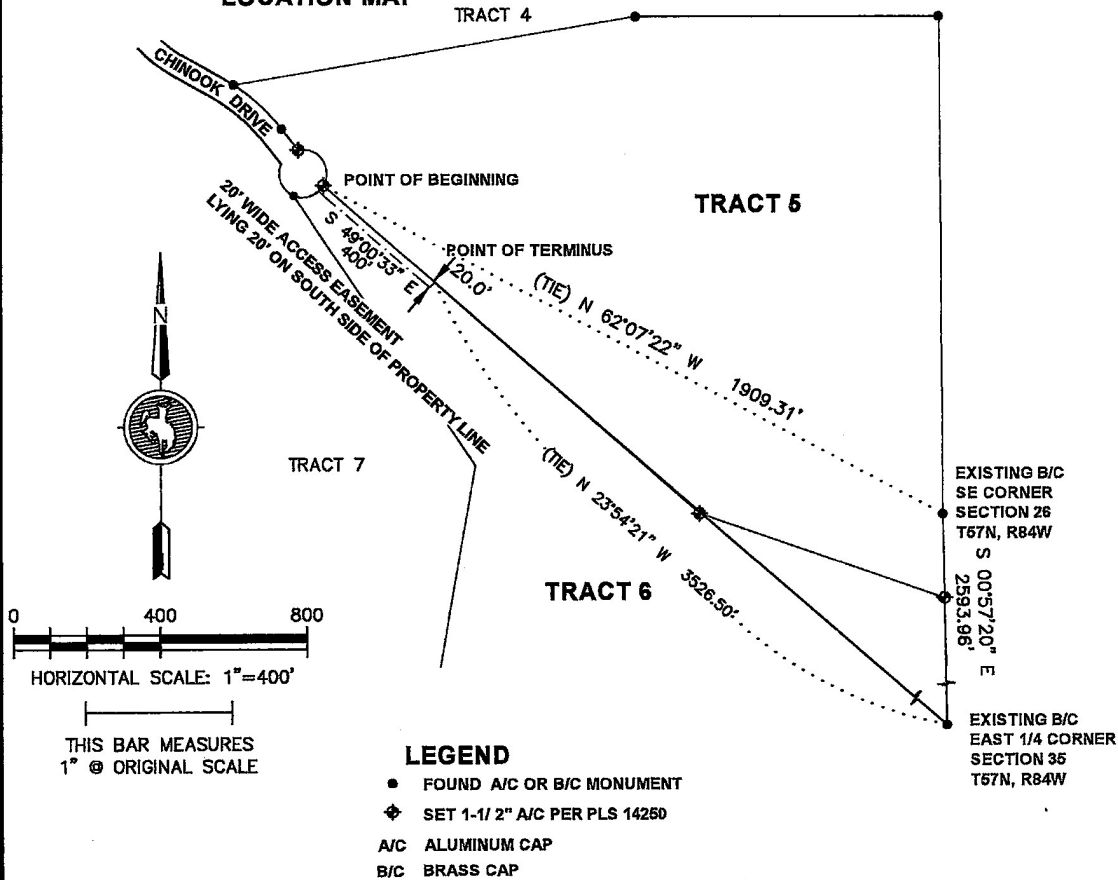
EXHIBIT "A" – PRIVATE ROAD EASEMENT DESCRIPTION

SEE NEXT PAGE

EXHIBIT OF ACCESS EASEMENT NORTH RIM RANCHETTES



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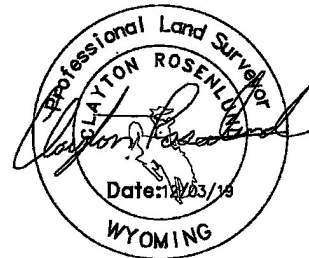


ACCESS EASEMENT

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 400 FEET TO THE POINT OF TERMINUS OF SUBJECT EASEMENT LYING N 23°54'21" W, A DISTANCE OF 3526.50 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 35. SUBJECT EASEMENT HAVING A TOTAL LENGTH OF 400 FEET MORE OR LESS. EASEMENT SUBJECT TO ANY PREVIOUSLY RECORDED EASEMENTS, EXCEPTIONS, RESTRICTIONS AND CONVEYANCES.

CERTIFICATE OF SURVEY
I, CLAYTON ROSENBLUND, 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. 2019-754593 EASEMENT

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



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

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