

Water Pipeline Easement

This Water Pipeline Easement is made and entered into as of the 30th day of May, 2023, by and between **River Birch Holdings, LLC**, whose address is 5753 Hwy 85 N PMB 783, Crestview, FL 32536 (herein referred to as "**Grantor**"), and **Reinke Land Company, LLC**, whose address is 115 Beckton Hall Road, Sheridan, Wyoming, **James S. Ferries and Laura M. Ferries**, whose address is P.O. Box F, Sheridan, Wyoming, and **Duck Creek Ranches**, whose address is 170 Beckton Hall Road, Sheridan Wyoming (herein referred to collectively as "**Grantee**").

1 **Grant of Easement.** Grantor, for itself and its successors and assigns, hereby gives, grants, and conveys to Grantee, its successors and assigns, a private, nonexclusive easement and right-to-enter upon and use the property of Grantor shown in Exhibit A attached to and incorporated into this Easement for the purpose of constructing, maintaining, surveying, operating, repairing, altering, replacing, and removing one (1) pipeline of up to fifteen inches nominal (15") in diameter for transportation of water and all appurtenant facilities thereto (the "Pipeline"), subject to the terms and conditions set forth in this Easement. The easement shall be sixty (60) feet in width during construction. After construction, the easement shall be limited to twenty-five (25) feet in width.

This easement shall include the right to place such above-ground facilities as are necessary for its operation and for the intake of the water to be transported in the pipeline including, but not limited to, intake valves, pumps, electrical lines, markers, and other infrastructure necessary to operate the pipeline. The location of the intake facilities is depicted on Exhibit A. Grantee may fence the intake facilities to prevent interference by livestock or wildlife. The lands used in connection with the intake facility shall not exceed 100' x 100' during construction and shall not exceed 0.10 acres after construction as depicted on Exhibit A.

The Grantee shall have all of the rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting the same to the free right of ingress and egress over and across Grantor's lands to and from said right-of-way and easement, and the right from time to time to remove obstructions that may injure, endanger or interfere with the use of the water pipeline.

Grantee shall bury the pipeline with at least 48 inches of soil cover.

During construction, Grantee shall fence off the easement if necessary to prevent the escape or injury to livestock that may be grazing on Grantor's property or take such other precautions to prevent injury to livestock.

2. **Description of Easement.** The location of the intake facilities and pipeline easement are shown on the map which is attached as Exhibit A.

3. **Notification Upon Entry.** Grantee shall notify Grantor at least five (5) days prior to entry upon Grantor's lands for the initial construction of the Pipeline. After completion of initial construction and in connection with continuing reclamation and/or maintenance operations,



Grantee will make reasonable attempts to notify Grantor prior to entry but, in absence of notification, may make such entry as reasonably necessary to exercise its rights granted herein.

4. **Appurtenant to Grantee's land.** Unless otherwise terminated by agreement of the parties or their successors, this Water Pipeline Easement shall be perpetual. This easement is for the benefit of and appurtenant to that real property owned by each grantee, or any portion of such property, described on Exhibit "B", which is attached hereto and by this reference made a part hereof. The right-of-way burdens the property of the Grantor on which the right-of-way is located and is binding upon and inures to the benefit of the successors and assigns of each of the parties hereto. All provisions of this easement, including the benefits and burdens, are appurtenant to and run with the lands described herein.

5. **Duties of Restoration.** Following construction of the pipeline, Grantee shall restore and level the surface of the disturbed lands to the condition it was in prior to the construction of the pipeline, to the extent reasonably practicable. Grantee shall conserve and preserve topsoil at commencement of construction. Grantee will reseed all disturbed areas with a seed mixture reasonably acceptable to Grantor. All reseeding will be done at appropriate times in the season in order to facilitate growth; provided, however, initial reseeding shall be undertaken no later than one year following completion of initial construction. Grantee shall inspect and control noxious weeds on the easement area at least twice per calendar year for as long as the pipeline is in use.

6. **Grantor's Use of Easement Area.** Grantor expressly reserves the right to use and enjoy the land covered by this easement for any purposes whatsoever, provided that such use does not interfere with the rights granted to Grantee herein. Grantor may cross the easement area and construct such facilities as water lines, roads, fences, and other improvements which will not unreasonably interfere with Grantee's rights granted. Provided, however, Grantor shall not build or construct, nor permit to be built or constructed, any building or other improvement over or across the right-of-way, nor change the contour thereof, without the prior written consent of Grantee.

7. **Existing Property Rights.** To the best of Grantor's knowledge, Grantor is the owner of the lands described above subject to all outstanding mortgages and rights-of-way, if any, now of record in said county; and in the event of default by Grantor, Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other lien on the lands described in Exhibit "A" and thereupon be subrogated to such lien and rights incident thereto. This easement is subject to all exceptions, reservations, rights-of-way, easements, agreements and restrictions of record.

8. **Compliance with Law.** Grantee shall conduct operations and activities in accordance with existing local, state, and federal laws, rules, and regulations and shall, prior to the commencement of construction, obtain all necessary permits for construction and operation of the pipeline.

9. **Liability and Indemnification.** Neither Grantor nor Grantor's agents, heirs, personal representatives, successors or assigns, shall be liable to Grantee, its employees, agents or

representatives for any loss, injury or damage whatsoever suffered or incurred by Grantee or its agents, employees, contractors, subcontractors or representatives while on any lands owned by Grantor. No representation is made by Grantor with respect to conditions existing on the Easement or adjoining premises, no representation or warranty as to the title is made by Grantor, and Grantee accepts access rights to the easement in the condition it is now in and hereby releases Grantor from, for and against any liability, injury, death, loss or damage caused by or resulting from the condition thereof. Grantor shall only be liable for damages which are proven to result from Grantor's intentional acts, willful misconduct, or negligence.

10. **Indemnification.** Grantee agrees to protect, indemnify, defend and hold harmless Grantor for any claims, damages and/or liabilities, including but not limited to claims for damage to property and personal injury (including bodily injury and death), encroachment or other claims of third parties, all attorney's fees incurred by Grantor in defending such claims to the extent arising out of Grantee's negligent acts or omissions, intentional misconduct or illegal acts. In the event Grantor is required to bring a court proceeding to enforce this indemnification obligation or otherwise reasonably incurs attorney's fees, costs and expenses, to establish the right to indemnity and prevails in such proceeding, Grantee shall reimburse Grantor's attorney's fees, costs and expenses reasonably incurred in connection with establishing the right to indemnity. The indemnification contained herein shall survive the termination and/or release of this Easement.

11. **Default.** Grantee shall be in default of this easement if Grantee neglects or fails to perform or observe any non-monetary obligation or covenant herein contained on the Grantee's part to be performed or observed, and the Grantee shall fail to commence remedy, of the same within sixty (60) days after the Grantee shall have received written notice from the Grantor specifying such neglect or failure. All monetary defaults shall be cured within thirty (30) days after Grantor's notice thereof to Grantee. In the event a any non-monetary default is of the nature that it cannot be cured within sixty (60) days, no default shall be realized or effectuated so long as Grantee commences curing such default within sixty (60) days of notice and continues with due diligence until such default is cured. Grantor shall be entitled to recover all costs incurred and damages provable and recoverable under Wyoming law, including but not limited to any payment due hereunder and reasonable attorney's fees and court costs incurred in enforcing the terms of this easement.

12. **Construction of Agreement.** This agreement shall be construed under the laws of the State of Wyoming, and the exclusive venue for any action brought concerning the interpretation or enforcement of this agreement shall be in the District Court of Sheridan County, Wyoming.

13. **Entire Agreement.** This agreement constitutes the entire agreement between the parties with respect to the easement. No representations or statements, verbal or written have been made modifying, adding to, or changing the terms of this easement. This agreement may be modified or amended only in writing signed by each of the parties or their successors and assigns.



14. **Counterparts.** This easement may be executed in counterparts, each of which shall be deemed a duplicate original for all purposes. Facsimile signatures shall have the same force and effect as original signatures.

15. **Severability.** If any provision of this agreement is deemed illegal or unenforceable, said provision shall be deemed modified to the minimum extent necessary to accomplish the intent of the parties. If no such enforceable modification is possible, said provision shall be deemed severed from this agreement without affecting the continuing validity of all other provisions hereto, which shall remain in full force and effect.

Signed by Grantor this 27th day of June 2023.

Grantor:

River Birch Holdings, LLC

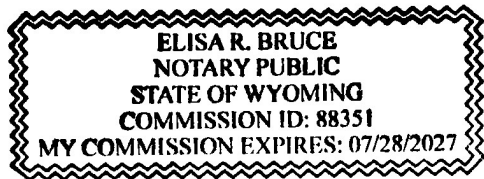
By: [Signature]
Name: William M. LaRise
Title: Manager

ACKNOWLEDGEMENT

STATE OF Wyoming)
COUNTY OF Sheridan) ss

On this 27th day of June 2023, before me, the undersigned officer, personally appeared William M. LaRise, Manager of River Birch Holdings, LLC, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



[Signature]
Notary Public

My Commission Expires: 7-28-2027



Signed by Grantee this 6th day of July 2023.

Grantee:

Reinke Land Company, LLC

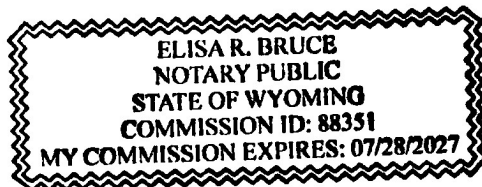
By: Roger F Reinke
Name: Roger F Reinke
Title: Member

ACKNOWLEDGEMENT

STATE OF Wyoming)
) ss
COUNTY OF Sheridan)

On this 6th day of July 2023, before me, the undersigned officer, personally appeared Roger F Reinke, Member of **Reinke Land Company, LLC**, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.




Elisa R. Bruce
Notary Public

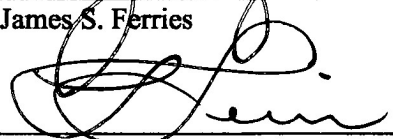
My Commission Expires: 7-28-2027



Signed by Grantee this 7th day of July 2023.

Grantee:



James S. Ferries


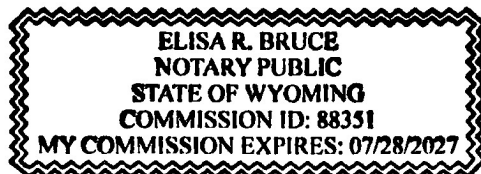
Laura M. Ferries

ACKNOWLEDGEMENT

STATE OF Wyoming)
) ss
COUNTY OF Sheridan

On this 7th day of July 2023, before me, the undersigned officer, personally appeared James S. Ferries and Laura M. Ferries, husband and wife, known to me or satisfactorily proven to be the persons whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.





Notary Public

My Commission Expires: 7-28-2027

Signed by Grantee this 7th day of July 2023.

Grantee:

Duck Creek Ranches

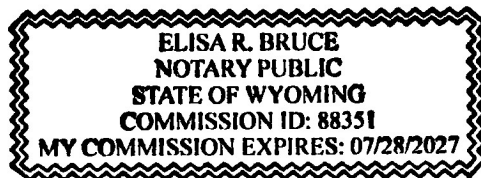
By: [Signature]
Name: Jeff Reynolds
Title: Pres.

ACKNOWLEDGEMENT

STATE OF Wyoming
COUNTY OF Sheridan) ss

On this 7th day of July 2023, before me, the undersigned officer, personally appeared Jeff Reynolds, President of Duck Creek Ranches, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



[Signature]
Notary Public

My Commission Expires: 7-28-2027

EXHIBIT "A"

A Twenty-five (25) foot Irrigation Pipeline Easement being twelve and a half (12.5) feet each side of a centerline as shown on **EXHIBIT "A" SHEET 2** located in the NW¼SE¼ and SW¼NE¼ of Section 28, T55N, R85W, 6th P.M., Sheridan County, Wyoming, said centerline being more particularly described as follows:

BEGINNING at a point located S13°45'15"E, 147.63 feet from the center quarter corner of said Section 28 witnessed by a 3¼" Aluminum Cap per PLS 2615 bears N89°39'07"W, a distance of 25, said point of beginning on the northerly line of a proposed site easement and being 12.5 feet east of the east right of way line of Big Horn Road (County Road No.99);

thence N01°43'38"E, 1288.23 feet, twelve and one half (12.5) feet east of and parallel to said County Road right of way to the **POINT OF TERMINUS**, lying on the north sixteenth line of said Section 28 and being S89°32'28"E, 97.68 feet from the Center North Sixteen Corner of said Section 28 (Monumented with a 2½" Aluminum Cap per PLS 10278).

ALSO

An Intake Site Easement as shown on **EXHIBIT "A" SHEET 3** located in the NW¼SE¼ of Section 28, T55N, R85W, 6th P.M., Sheridan County, Wyoming, said easement being more particularly described as follows:

BEGINNING at a point located S09°07'46"E, 137.59 feet from the center quarter corner of said Section 28 witnessed by a 3¼" Aluminum Cap per PLS 2615 bears N89°39'07"W, a distance of 25, said point at the northwesterly corner of an Intake Site Easement and also on the east right of way line of Big Horn Road (County Road No. 99)

thence S71°56'23"E, 79.34 feet the northeasterly corner of said Intake Site Easement;

thence S19°29'14"W, 61.04 feet the southeasterly corner of said Intake Site Easement;

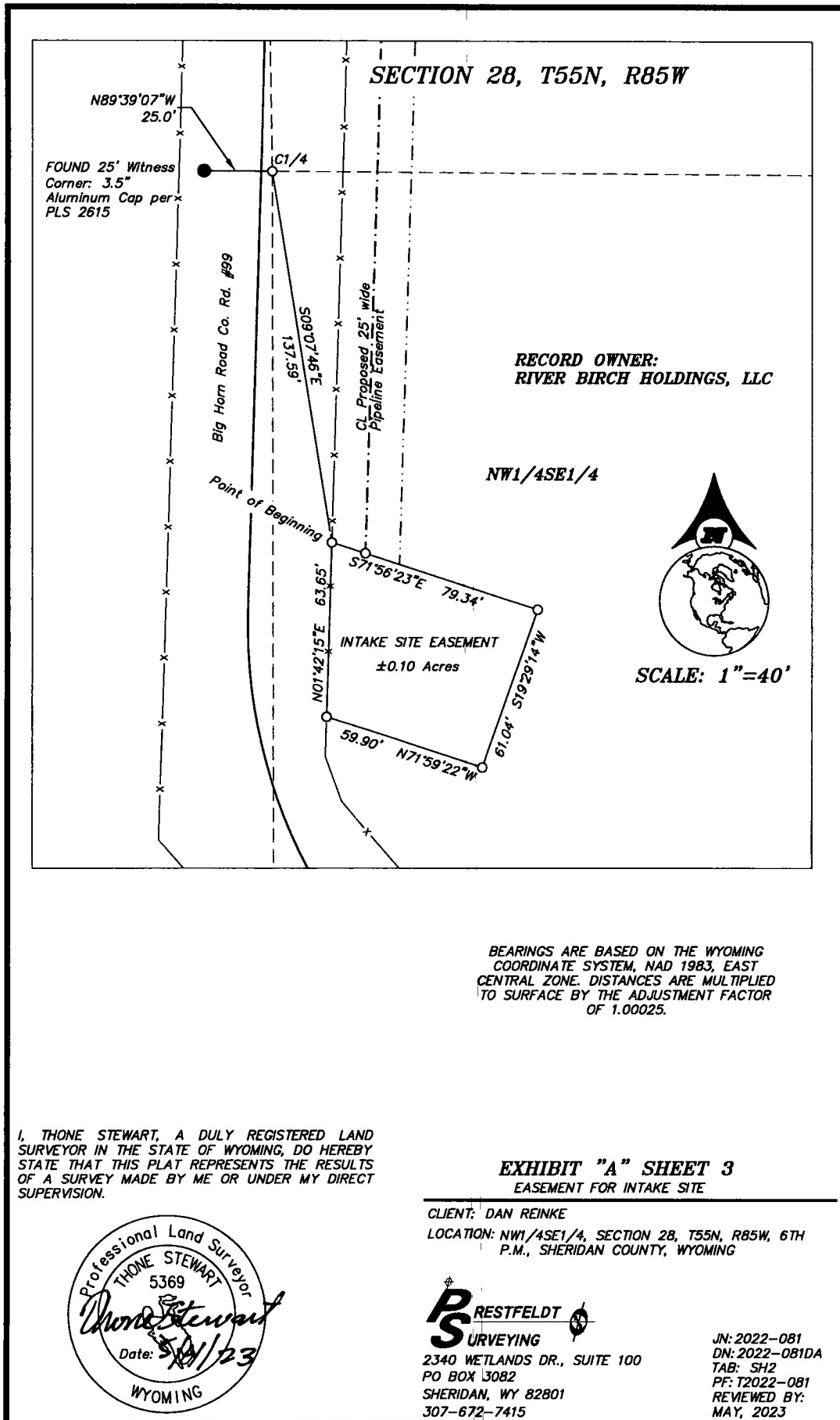
thence N71°59'22"W, 59.90 feet to the southwesterly corner of said Intake Site Easement and being on the east right of way line of Big Horn Road (County Road No, 99);

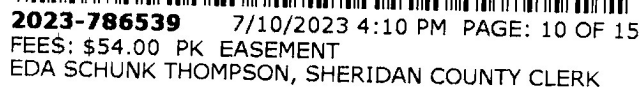
thence N01°42'15"E, 63.65 feet along said County Road right of way line to the **POINT OF BEGINNING**.

Containing **0.10 Acres**. More or less.

Bearings are based on the Wyoming Coordinate System, NAD 83, East Central Zone.

Distances are multiplied to surface by the Project Adjustment Factor of 1.00025.





SECTION 28, T55N, R85W

60' ROW & Fenceline
N89°32'28"W
97.68'
CN1/16
Point of Terminus
S89°32'28"E
2535.75'
Property line
N1/16
28.27
FOUND 2.5" Aluminum Cap
per PLS 10278-Typ.

12.5'
12.5'
SW1/4NE1/4
N01°43'24"E
1473.08'
RECORD OWNER:
RIVER BIRCH HOLDINGS, LLC
25'
C1/4
FOUND 25" Witness Corner
3.5" Aluminum Cap per
PLS 2615-Typ.
S13°45'13"E
144.02'
Point of Beginning
NW1/4SE1/4

BIG HORN ROAD CO. RD #199

Proposed Pipeline

SCALE: 1"=300'

Note: Point of Beginning on the northerly line of a proposed site easement: see sheet 2

BEARINGS ARE BASED ON THE WYOMING
COORDINATE SYSTEM, NAD 1983, EAST
CENTRAL ZONE. DISTANCES ARE MULTIPLIED
TO SURFACE BY THE ADJUSTMENT FACTOR
OF 1.00025.

I, THONE STEWART, A DULY REGISTERED LAND SURVEYOR IN THE STATE OF WYOMING, DO HEREBY STATE THAT THIS PLAT REPRESENTS THE RESULTS OF A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION.



EXHIBIT "A" SHEET 2

CLIENT: DAN REINKE

LOCATION: SW1/4NE1/4, NW1/4SE1/4, SECTION 28, T55N,
R85W, 6TH P.M., SHERIDAN COUNTY, WYOMING

RESTFELDT
SURVEYING
2340 WETLANDS DR., SUITE 100
PO BOX 3082
SHERIDAN, WY 82801
307-672-7415

JN: 2022-081
DN: 2022-081DA
TAB: SH1
PF: T2022-081
REVIEWED BY:
MAY, 2023

Exhibit B

Reinke Land Company, LLC

Township 55 North, Range 85 West, 6th P.M., Sheridan County, Wyoming

Section 22: SW $\frac{1}{4}$ SW $\frac{1}{4}$: Containing 40.32 acres of land more or less.

Section 21: E $\frac{1}{2}$ SE $\frac{1}{4}$: Containing 80.76 acres of land more or less.

Also an irregular tract of land (Book 196 of Deeds, Page 436) situated in the W $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 21, Township 55 North, Range 85 West of the 6th P.M., more particularly described as follows:

Beginning at a point on the South line of said Section 21, said point being East 148 feet from the South quarter corner of said Section 21, also said point being on the Easterly right of way line of the Gunbarrel County Road; thence North 110 feet; thence North 26°50' East 1735 feet; thence North 15°15' West 560 feet; thence North 28°25' West 470 feet to a point on the East and West Center line of said Section 21; thence East (Record-West) along the East and West center line of said Section 21, 767 feet, more or less, to the Northeast Corner of the W $\frac{1}{2}$ SE $\frac{1}{4}$ of said Section 21; thence South along the East line of the W $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 21 to the South line of Section 21; thence West along the South line of said Section 21, 1172 feet, more or less, to the point of beginning; containing 42.3 acres, more or less.



Exhibit B

James and Laura Ferries

Tract A

A tract of land situated in NE $\frac{1}{4}$ NW $\frac{1}{4}$ and NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 21, Township 55 North, Range 85 West, 6th P.M., Sheridan County, Wyoming; said tract being more particularly described as follows:

Commencing at the north quarter corner of said Section 21; thence S00°06'31"W, 30.00 feet along the west line of said NW $\frac{1}{4}$ NE $\frac{1}{4}$ to the POINT OF BEGINNING of the herein described tract, said point lying on the south line of the Beckton Hall Road No. 81 (A.K.A. Carbon Hill County Road); thence S89°48'31"E, 917.88 feet along said south right of way line to a point; thence S00°11'31"W, 1000.37 feet to a point; thence N89°39'03"W, 1526.47 feet to a point; thence N00°11'31"E, 1000.05 feet to a point; said point lying on said south right of way line of the Beckton Hall Road No. 81 (A.K.A. Carbon Hill County Road); thence S89°26'33"E, 608.60 feet along said south right of way line to the POINT OF BEGINNING of said tract.

Tract B

A tract of land situated in East $\frac{1}{4}$ NW $\frac{1}{4}$ and the NE $\frac{1}{4}$ of Section 21, Township 55 North, Range 85 West, 6th P.M., Sheridan County, Wyoming; said tract being more particularly described as follows:

Commencing at the north quarter corner of said Section 21; thence S87°56'12"E, 918.41 feet to the POINT OF BEGINNING of the herein described tract, said point lying on the south right of way line of the Beckton Hall Road No. 81 (A.K.A. Carbon Hill County Road); thence S89°48'31"E, 418.33 feet along said south right of way line to a point, said point lying on a fence line; thence S00°20'12"W, 113.27 feet along said fence line to a point; thence S47°26'44"W, 153.81 feet along said fence line to a point; thence S00°16'56"W, 196.71 feet along said fence line to a point; thence S27°26'31"E, 240.09 feet along said fence line to a point; thence S00°21'02"W, 1981.93 feet along said fence line to a point, said point lying on the south line of said NE $\frac{1}{4}$; thence N89°59'18"W, 782.80 feet along said south line to a point; said point lying on the easterly right of way line of the Big Horn County Road No. 99 (A.K.A. Gunbarrel County Road); thence N31°01'56"W, 358.02 feet along said easterly right of way line to a point; thence N58°58'03"W, 814.61 feet along said easterly right of way line to a point; thence N44°06'06"W, 1353.88 feet along said easterly right of way line to a point; thence N00°27'50"E, 926.83 feet along said east right of way line to a point, said point lying on the south right of way line of said Beckton Hall Road No. 81 (A.K.A. Carbon Hill County Road); thence S89°26'33"E, 125.24 feet along said south right of way line to a point; thence S46°22'51"E, 354.03 feet along said south right of way line to a point; thence N65°19'32"E, 86.19 feet along said south right of way line to a point; thence N01°42'38"W, 205.13 feet along said south right of way line to a point; thence S89°26'33"E, 218.00 feet along said south right of way line to a point; thence leaving said south right of way line, S00°11'31"W, 1000.05 feet to a point; thence S89°39'03"E, 1526.47 feet to a point; thence N00°11'31"E, 1000.37 feet to the POINT OF BEGINNING of said tract.

Exhibit B

Duck Creek Ranches, LLC

(Page 1)

A tract of land situated in the NE $\frac{1}{4}$ SE $\frac{1}{4}$ and SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 16, Township 55 North, Range 85 West, 6th P.M., Sheridan County, Wyoming; said tract being more particularly described as follows:

Beginning at the Northeast corner of said NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 16; thence S00°09'31"E, 1311.77 feet along the east line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$ to a point, said point being the southeast corner of said NE $\frac{1}{4}$ SE $\frac{1}{4}$; thence N89°44'39"W, 1320.30 feet along said south line to a point, said point lying on a fence line described in Book 382 of Deeds, Page 217; thence N00°17'01"W, 1265.32 feet along said fence line to a point, said point being the Southwest corner of a tract of land described in Book 382 of Deeds, Page 217; thence N88°09'30"E, 835.61 feet along said fence line described in Book 382 of Deeds, Page 217 to a point; thence N61°51'17"E, 225.36 feet along said fence line described in Book 382 of Deeds, Page 217 and Book 382 of Deeds, Page 186 to a point; thence S89°47'11"E, 279.77 feet along said fence line described in Book 382 of Deeds, Page 186 to a point; thence, leaving said fence line, S89°47'11"E, 9.11 feet to a point, said point lying on the east line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$; thence S00°05'42"E, 91.52 feet along said east line to the point of beginning of said tract. (Tract A as contained on Record of Survey A-233 recorded March 17, 2000)

A tract of land situated in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 16, NE $\frac{1}{4}$ of Section 21, NW $\frac{1}{4}$ SW $\frac{1}{4}$ and W $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 22, Township 55 North, Range 85 West, 6th P.M., Sheridan County, Wyoming; said tract being more particularly described as follows:

BEGINNING at the northwest corner of said Section 22; thence N87°28'41"E, 1328.58 feet along the north line of said W $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 22 to a point on a fence line; thence S01°14'35"W, 4014.55 feet along said fence line to a point, said point lying on the south line of said NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 22; thence S89°30'24"W, 1252.20 feet along said south line to a point; said point being the southwest corner of said NW $\frac{1}{4}$ SW $\frac{1}{4}$; thence N0°25'32"E, 1331.13 feet along the west line of said NW $\frac{1}{4}$ SW $\frac{1}{4}$ to a point, said point being the southeast corner of said NE $\frac{1}{4}$ of Section 21; thence N89°59'18"W, 1332.98 feet along the south line of said NE $\frac{1}{4}$ to a point; said point being the southeast corner of a tract of land described in Book 382 of Deeds, Page 195; thence N00°21'02"E, 1981.93 feet along a fence line described in Book 382 of Deeds, Page 195 to a point; thence N27°26'31"W, 240.09 feet along said fence line described in Book 382 of Deeds, Page 195 to a point; thence N0°16'56"E, 196.71 feet along said fence line described in Book 382 of Deeds, Page 195 to a point; thence N47°26'44"E, 153.81 feet along said fence line described in Book 382 of Deeds, Page 195 to a point; thence N00°20'12"E, 113.27 feet along said fence line described in Book 382 of Deeds, Page 195 to a point, said point lying on the south right of way line of the Beckton Hall Road No. 81 (A.K.A. Carbon Hill County Road); thence N89°48'31"W, 8.80 feet along said south right of way line to a point, said point lying on the west line of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 21; thence N00°04'36"E, 30.00 feet along the west line of said NE $\frac{1}{4}$ NE $\frac{1}{4}$ to a point, said point begin the northwest corner of said NE $\frac{1}{4}$ NE $\frac{1}{4}$; thence N00°03'43"W, 30.00 feet along the west line of said SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 16 to a point, said point lying on the north right of way line of the Beckton Hall Road No. 81 (A.K.A. Carbon Hill County Road); thence S89°48'31"E, 9.86 feet along said south right of way line to a point, said point being the southeast corner of a tract of land described in Book 382 of Deeds, Page 217; thence N00°17'01"W, 1283.27 feet along said fence line described in Book 382 of Deeds, Page 217 to a point, said point lying on the north line of said SE $\frac{1}{4}$ SE $\frac{1}{4}$; thence S89°44'39"E, 1320.30 feet along said north line to a point, said point being the northeast corner of said SE $\frac{1}{4}$ SE $\frac{1}{4}$; thence S00°09'31"E, 1311.77 feet along the east line of said SE $\frac{1}{4}$ SE $\frac{1}{4}$ to the POINT OF BEGINNING of said tract. (Tract B as contained on Record of Survey A-233 recorded March 17, 2000)

Exhibit B

Duck Creek Ranches, LLC

(Page 2)

A tract of land situated in the NW $\frac{1}{4}$ SW $\frac{1}{4}$ and W $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 22, Township 55 North, Range 85 West, 6th P.M., Sheridan County, Wyoming; said tract being more particularly described as follows:

BEGINNING at the northeast corner of said W $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 22; thence S87°28'41"W, 10.03 feet along the north line of said W $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 22 to a point on a fence line; thence S01°14'35"W, 4014.55 feet along said fence line to a point, said point lying on the south line of said NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 22; thence N89°30'24"E, 66.80 feet along said south line to a point, said point being the southeast corner of said NW $\frac{1}{4}$ SW $\frac{1}{4}$; thence N00°35'12"E, 1336.42 feet along the east line of said NW $\frac{1}{4}$ SW $\frac{1}{4}$ to a point, said point being the southeast corner of said W $\frac{1}{2}$ NW $\frac{1}{4}$; thence N00°21'21"E, 2677.18 feet along the east line of said W $\frac{1}{2}$ NW $\frac{1}{4}$ to the POINT OF BEGINNING of said tract. (Tract C as contained on Record of Survey A-233 recorded March 17, 2000)

AND

A tract of land situated in the S $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 16, Township 55 North, Range 85 West, 6th P.M., Sheridan County, Wyoming, said tract being more particularly described as follows: Beginning at the southeast corner of a tract of land described in Book 382 of Deeds, Page 217, said point lying on the north right of way line of Beckton Hall Road (AKA County Road No. 81) and being N88°30'15"W, 1318.01 feet from the southeast corner of said Section 16; thence N89°48'31"W, 9.86 feet along the southerly line of said tract and said north right of way line to a point, said point being the southwest corner of said tract; thence N89°48'31"W, 1297.35 feet along said north right of way line to a point; thence N00°01'59"E, 1284.65 feet to a point, said point lying on the north line of said S $\frac{1}{2}$ SE $\frac{1}{4}$; thence S89°44'43"E, 1299.97 feet along said north line to a point, said point lying on the easterly line of said tract described in Book 382 of Deeds, Page 217; thence S00°17'25"E, 1283.25 feet along said easterly line to the Point of Beginning of said tract.

Exhibit B

**Duck Creek Ranches, LLC
(Page 3)**

Township 55 North, Range 85 West, 6th P.M., Sheridan County, WY:
Section 16: NW¼SE¼ and portions of the SW¼NE¼ being more particularly
described as follows:
Beginning at the East Quarter Corner of Section 16 that also being the West
Quarter Corner of Section 15; thence North 89°40'46" West 1323.00 feet to the Point
of Beginning; thence South 00°16'07" East 1312.68 feet; thence North 89°44'43"
West 1329.97 feet; thence North 00°02'04" East 1314.78 feet; thence South
89°40'43" East 1027.61 feet; thence North 08°48'30" West 110.11 feet; thence North
77°52'00" East 137.67 feet; thence South 08°31'42" East 140.70 feet; thence South
89°40'54" East 156.82 feet to the Point of Beginning of the tract.

NO. 2023-786539 EASEMENT

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
YONKEE & TONER P O BOX 6288
SHERIDAN WY 82801