

**ACCESS EASEMENT AGREEMENT**

This Access Easement Agreement, hereinafter referred to as "Agreement", is by and between Khans Holding Company, LLC, a Wyoming Domestic Limited-Liability Company of Sheridan, Wyoming, hereinafter referred to as "Grantor", and Stephen E. Rasmussen and Barbara A. Rasmussen of Sioux Falls, South Dakota, hereinafter referred to jointly as "Grantee".

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and subject to the terms and conditions set forth below, Grantor conveys and warrants to Grantee an access easement for the use by Grantee, its heirs, successors, assigns, transferees, and the general public, for ingress and egress to Lot A, BCI Subdivision, Sheridan County, Wyoming, upon and across the following described real property:

SEE ATTACHED EXHIBITS "A" and "B".

Except for snow removal, Grantee agrees to pay sixty percent (60%) and Grantor agrees to pay forty percent (40%) toward maintaining the 115 feet easement, if improvements, repairs, or maintenance are required. Grantee agrees to pay one hundred percent (100%) of any improvements, repairs, or maintenance required for the part of the easement leading off Grantor's driveway onto Grantee's property.

Grantee and Grantor will each pay fifty percent (50%) of the cost of snow removal for the 115 feet easement. Grantee agrees to pay one hundred percent (100%) of the cost of snow removal for the part of the easement leading off Grantor's driveway onto Grantee's property. All snow plowed from the part of the easement leading off Grantor's driveway onto Grantee's property or snow plowed that is located on Grantee's property shall remain on Grantee's property. Grantee reserves the option of contracting with their own vendor for snow removal of the 115 feet easement or the part of the easement leading off Grantor's driveway onto Grantee's property, and if so, Grantee will pay one hundred percent (100%) of those costs.

This Agreement shall be binding upon both Grantor's and Grantee's heirs, successors, assigns, and transferees and shall be perpetual so long as the easement is used for the purposes above recited. The use of this easement is not intended for other purposes.

In the event either Grantor or Grantee files a legal action to enforce the terms of this Agreement, the prevailing party in the litigation shall be entitled to recover its reasonable attorney fees.

The effective date of this Agreement is the date of the signature last affixed to this page.

Grantor:

Mumtaz Khan on behalf of Khans Holding Company, LLC

MANAGER

MEMBER

STATE OF WYOMING )

CAMPBELL )

ss

COUNTY OF SHERIDAN )

The foregoing instrument was acknowledged before me on this 26<sup>th</sup> day of March, 2024 by Mumtaz Khan as Manager of Khans Holding Company, LLC, a Wyoming Domestic Limited-Liability Company.

Witness my hand and official seal.

Mackenzie Morrison  
Notary Public

My Commission Expires: 5/18/2028

Grantee:

Stephen E. Rasmussen

Barbara A. Rasmussen

STATE OF SOUTH DAKOTA )

) ss

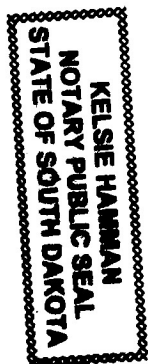
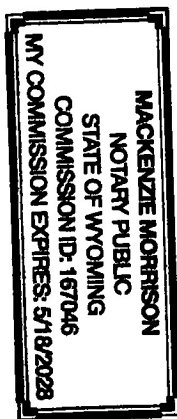
COUNTY OF MINNEHAHA )

The foregoing instrument was acknowledged before me on this 3<sup>rd</sup> day of April, 2024 by Stephen E. Rasmussen and Barbara A. Rasmussen.

Witness my hand and official seal.

Kelcie Hamman  
Notary Public

My Commission Expires: 07/11/2028



**EXHIBIT A**

**A portion of Lot B, BCI Subdivision, City of Sheridan**

**Sheridan County, Wyoming**

**Legal Description**

**ACCESS EASEMENT**

A portion of Lot B, BCI Subdivision, City of Sheridan, located in the NE ¼, Sec. 2, T.55N., R.84W. of the 6<sup>th</sup> Principal Meridian, Sheridan County, Wyoming, all in accordance with Exhibit B, Map of Survey, attached hereto and made a part hereof, and more particularly described as follows:

Commencing at the northeast corner of Lot B of said BCI subdivision, said northeast corner monumented with a "3-1/4 inch cap";  
thence along the north line of said Lot B, N 89° 56' 06" W a distance of 14.98 ft. to the point of beginning (P.O.B.) for this access easement;  
thence S 00° 04' 17" W a distance of 100.00 ft.;  
thence along a curve to the right with a central angle of 89° 59' 37", a radius of 15.0 ft., and an arc length of 23.56 ft. (chord bears S 45° 04' 05" W a distance of 21.21 ft.);  
thence N 89° 56' 06" W a distance of 29.97 ft. to the east line of Lot A of said BCI Subdivision;  
thence N 00° 04' 17" E along said east line a distance of 30.00 ft.;  
thence along a curve to the left with a central angle of 89° 59' 37", a radius of 14.97 ft., and an arc length of 23.51 ft. (chord bears N 45° 04' 05" E a distance of 21.17 ft.);  
thence N 00° 04' 17" E a distance of 70.03 ft. to the north line of said Lot B;  
thence along the north line of said Lot B, S 89° 56' 06" E a distance of 30.00 ft. to the point of beginning.

Said "3-1/4 inch cap" is a 3-1/4" diameter Al cap atop #5 rebar stamped PE/LS 4364.

Said "cap" is a 2" diameter Al cap atop #5 rebar stamped PE/LS 4364.

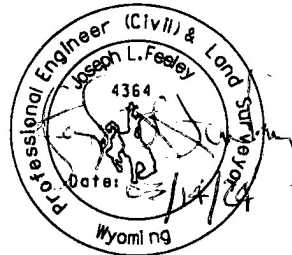
Said portion of Lot B contains 0.09 acres more or less.

Basis of bearings is Wyoming State Plane, East Zone, NAD 83.

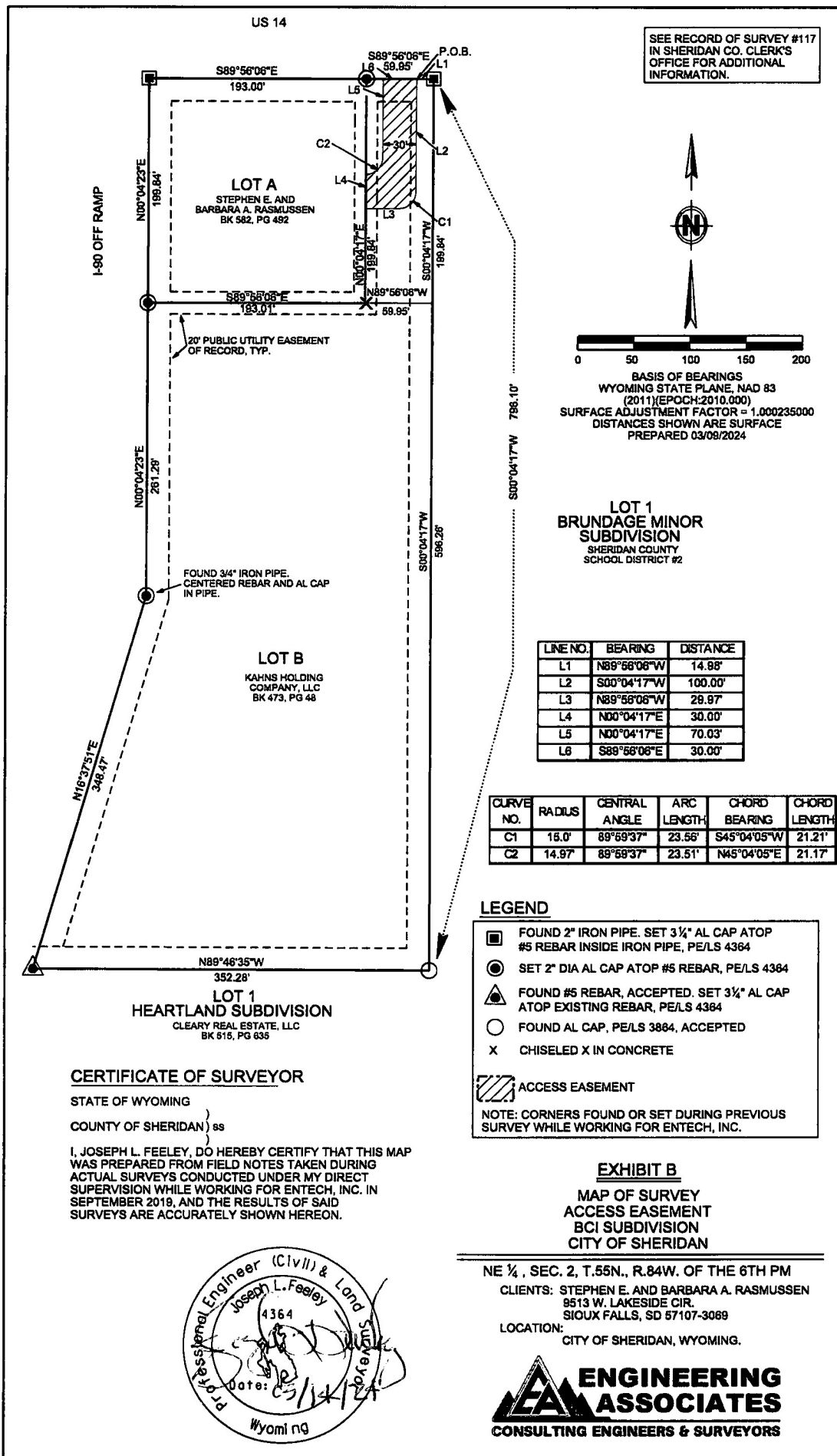
**CERTIFICATE OF SURVEYOR**

State of Wyoming     )  
                                      ) ss  
County of Sheridan    )

I, Joseph L. Feeley, do hereby certify that this legal description was prepared from notes taken during actual field surveys performed by me while working for EnTech, Inc. in September 2019.



Modification in any way of the above or foregoing legal description terminates liability of surveyor.



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FEES: \$21.00 PK EASEMENT  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

NO. 2024-791293 EASEMENT  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK  
STEPHEN E RASMUSSEN 9513 W LAKESIDE CIRCLE  
SIOUX FALLS SD 57107