

## **CONVEYANCE OF ACCESS EASEMENT**

This Conveyance of Access Easement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between **Just Getting Started, LLC**, a Texas limited liability company, whose mailing address is 418 Meade Creek Road, Sheridan WY 82801 ("Grantor" or "JSG") and **Thomas Charles Laya, Trustee of the Laya Land Trust dated June 2, 2013**, whose address is 226 North Brooks Street, Sheridan, WY 82801 ("Grantee" or "Laya").

WHEREAS, Grantor owns the following described land in Sheridan County, Wyoming: Township 58 North Range 85 West, 6<sup>th</sup> PM, Section 36: All ("Grantee's Land"); and

WHEREAS, Grantor owns the following described land in Sheridan County, Wyoming, among other lands: Township 57 North, Range 85 West, 6<sup>th</sup> PM, W1/2SE1/4 of Section 11 ("Grantee's Land"); and

WHEREAS, Grantor's and Grantee's intention is to secure a legally-enforceable access route across Grantee's Land; and

WHEREAS, Grantor intends to convey to Grantee a permanent access easement across Grantor's Land for access to and for the benefit of Grantee's Land, subject to the terms and conditions set out herein.

NOW, THEREFORE, for good and valuable consideration, including the mutual promises and covenants contained herein, Grantor and Grantee agree as follows:

1. **Grant of Easement.** Grantor hereby grants and conveys to Grantee, and Grantee's successors and assigns, a nonexclusive access easement, thirty (30) feet in width, for the use and maintenance of an access road (the "Access Road"), over, across and through Grantor's Land, to and from Grantee's Land, for agricultural, recreational and residential purposes. The Access Road is intended to provide easement access to and from Grantee's property, and follows an existing historic roadbed known as the South Ash Creek Road.

2. **Survey of Easement.** The legal description of the centerline of the easement, and survey map showing the location of the Access Road shall be provided by Grantee, at Grantee's sole expense, and are attached hereto and incorporated herein as **Exhibit A and Exhibit B**.

3. **Construction and Reclamation.** To the extent that either party wishes to improve the Access Road, or any part of the route to/from Grantee's Land, either party may do so at its sole expense, or the parties may agree to share the expense of improvements on a case-by-case basis. However, under no circumstances will the Access Road be paved with concrete or asphalt.

4. **Terms of Use.**

A. The easement granted hereby shall not be fenced.

B. Access for industrial, non-agricultural commercial uses, or for the purpose of mineral production or extraction, including the mining of sand and gravel for commercial off-site sale, is not permitted. No rights outside of accessing the Grantee's property are conferred in this agreement. No parking, hunting, target shooting, or recreational use shall be allowed on the Access Road through the Grantor's Land by



the Grantee, its agents or invitees as part of their use of the Access Road. No access or travel across any of Grantor's lands, outside of the easement right-of way is permitted, except for access for Grantee and his grandchildren to fish in ponds located on Grantor's lands, with Grantor's advance permission.

C. Grantor reserves the non-exclusive right, but not the obligation, to maintain and or improve the Access Road at its reasonable discretion so long as it does not render the Access Road less accessible by Grantee. If Grantee or its agents or invitees cause damage to the Access Road, then Grantee shall be liable to repair the damage, at Grantee's expense, back to the state of the road prior to damage occurring within 30 days after receiving written notice from Grantor. Neither party shall be required to conduct snow removal for the benefit of the other party.

D. At no time shall this easement be construed to create a public roadway. If at any time, any portion of Grantee's Land is transferred to public ownership, this easement shall terminate as to such portion of Grantee's Land conveyed into public ownership.

E. The alignment of the Access Road shall not be materially changed by Grantee without Grantors' prior consent.

5. **Consideration For Easement Granted.** In part consideration for the value of the rights granted herein, Grantee shall grant to Grantor a separate reciprocal Access Easement, through and across Grantee's property on the South Ash Creek Road route through Grantee's property in T58 N, 85W, 6<sup>th</sup> PM, W1/2SE1/4 of Section 11. Grantor shall bear any and all costs related to surveying the routes on both the Grantor's and Grantee's properties associated with these easements.

6. **Release and Indemnity.** This easement is granted based on the express understanding that Grantee and Grantor, in accepting/conveying this easement, do hereby, on behalf of itself, and its agents, interests, successors and assignees, release the other party and agree to indemnify and hold the other and its successors harmless from all liability, loss, damage or claims, including costs and attorneys' fees, arising out of the use of the Access Road by the Grantee, or its agents, invitees, employees, assigns or successors in interest.

7. **Appurtenant to Benefitted Land; Limit on Division.** The easement conveyed hereby shall run with Grantee's Land and shall be for the benefit and use of the Grantee and the heirs, successors and assigns of Grantee.

8. **Governing Law.** This easement shall be governed by the laws of the State of Wyoming.

[Signatures on following page]

DATED this 22<sup>nd</sup> of November, 2024.

**GRANTEE:** Just Getting Started, LLC, a Texas limited liability company

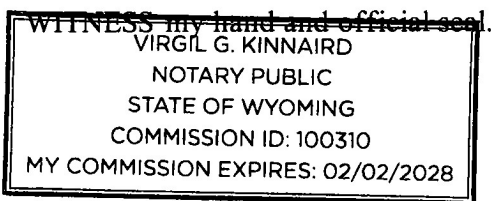
By: \_\_\_\_\_  
Ira D. (Ike) Sankey  
Its sole member and manager

**GRANTOR:** Thomas Charles Laya, Trustee of the Laya Land Trust dated June 2, 2013

By: Thomas C. Laya  
Thomas Charles Laya, Trustee

STATE OF WYOMING       )  
                                      :SS  
COUNTY OF SHERIDAN   )

The foregoing instrument was acknowledged before me this 22<sup>d</sup> day of November, 2024, by **Thomas Charles Laya, Trustee of the Laya Land Trust dated June 2, 2013.**



Virgil G. Kinnaid  
Notary Public  
My commission expires: February 2, 2028

STATE OF WYOMING       )  
                                      :SS  
COUNTY OF SHERIDAN   )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by **Ira D. (Ike) Sankey, sole member and manager of Just Getting Started, LLC, a Texas limited liability company.**

WITNESS my hand and official seal.


\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_



DATED this \_\_\_\_\_ of \_\_\_\_\_, 2024.

**GRANTEE:**

**Just Getting Started, LLC**, a Texas limited liability company

By:   
**Ira D. (Ike) Sankey**  
 Its sole member and manager

**GRANTOR:**

**Thomas Charles Laya, Trustee of the Laya Land Trust dated June 2, 2013**

By: \_\_\_\_\_  
**Thomas Charles Laya, Trustee**

STATE OF WYOMING       )  
                                       :SS  
 COUNTY OF SHERIDAN    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by **Thomas Charles Laya, Trustee of the Laya Land Trust dated June 2, 2013.**

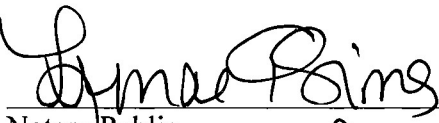
WITNESS my hand and official seal.

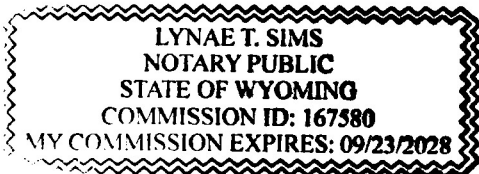
\_\_\_\_\_  
 Notary Public  
 My commission expires: \_\_\_\_\_

STATE OF WYOMING       )  
                                       :SS  
 COUNTY OF SHERIDAN    )

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of November, 2024, by **Ira D. (Ike) Sankey, sole member and manager of Just Getting Started, LLC**, a Texas limited liability company.

WITNESS my hand and official seal.

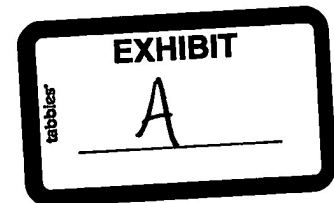
  
 Notary Public  
 My commission expires: 9-23-2028







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FEES: \$33.00 PK EASEMENT  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

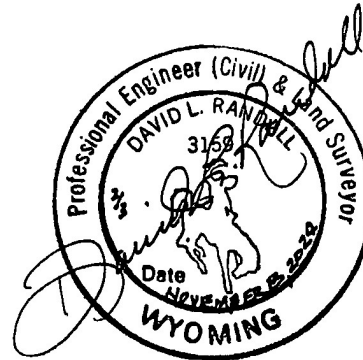


## RANDALL ENGINEERING SURVEYS

722 Monte Vista  
Sheridan, Wyoming 82801  
Phone 307-672-6003  
Fax 307-672-6003

November 7, 2024

Ike Sanke  
418 Meade Creek Road  
Sheridan, Wyoming 82801



Re: Centerline Description for Easement from Coal Bank County Road across Properties owned by Laya, Thomas Charles, Trustee of the Laya Land Trust Dated June 3, 2013, Bocek, Darrell, trustee of the Bocek Family Revocable Living Trust Dated December 30, 2021, Padlock Ranch Company, and Just Getting Started, LLC, A Texas Limited Liability Company.

A tract of land situated in the NW $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 14, the W $\frac{1}{2}$ SE $\frac{1}{4}$ , S $\frac{1}{2}$ NE $\frac{1}{4}$ , and NW $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 11, the S $\frac{1}{2}$ SE $\frac{1}{4}$  and NE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 2, the NW $\frac{1}{4}$ SW $\frac{1}{4}$ , S $\frac{1}{2}$ NW $\frac{1}{4}$  and Lot 3 of Section 1 all in Township 57 North, Range 85 West of the Sixth Principal Meridian, Sheridan County, Wyoming and in the SE $\frac{1}{4}$ SW $\frac{1}{4}$  and the SE $\frac{1}{4}$  of Section 36, Township 58 North, Range 85 West of the Sixth Principal Meridian, Sheridan County, Wyoming.

This tract of land being 30 feet in width lying 15 feet on each side of a centerline more particularly described as follows:

Beginning at a point in the Centerline of Coal Bank Road where it changes to Slater Creek Road which bears S 61°32'40" W a distance of 444.56 feet from the East 1/16 Corner between Section 11 and Section 14, Township 57 North, Range 85 West of the Sixth Principal Meridian, Sheridan County, Wyoming; thence along the centerline of a gravel road on a bearing of N 4°47'53" E a distance of 575.88 feet to a point of curvature; thence along a tangent curve to the left having a Radius of 4,000.00 feet, a Central Angle of 7°09'35", an Arc Length of 499.84 feet and a Chord Bearing of N 1°13'06" E and Chord Length of 499.52 feet to a point of tangency; thence on a bearing of N 2°21'42" W a distance of 958.66 feet to a point of curvature; thence along a tangent curve to the right having a Radius of 1,060.00 feet, a Central Angle of 17°41'11", an Arc Length of 327.21 feet and a Chord Bearing of N 6°28'54" E and Chord Length of 325.91 feet to a point of tangency; thence on a bearing of N 15°19'29" E a distance of 1,013.39 feet to a point of curvature; thence along a tangent curve to the left having a Radius of 1,400.00 feet, a Central Angle of 20°21'33", an Arc Length of 497.47 feet and a Chord Bearing of N 5°08'42" E and Chord Length of 494.86 feet to a point of tangency; thence on a bearing of N 5°02'04" W a distance of 948.59 feet to a point of curvature; thence along a tangent curve to the right having a Radius of 4,800.00 feet, a Central Angle of 7°14'34", an Arc Length of 606.77 feet and a Chord Bearing of N 1°24'47" W and Chord Length of 606.37 feet to a point of tangency; thence on a bearing of N 2°12'30" E a distance of 676.80 feet to a point of curvature; thence along a tangent curve to the right having a Radius of 1,900.00 feet, a Central Angle of 41°37'08", an Arc Length of 1,380.13 feet

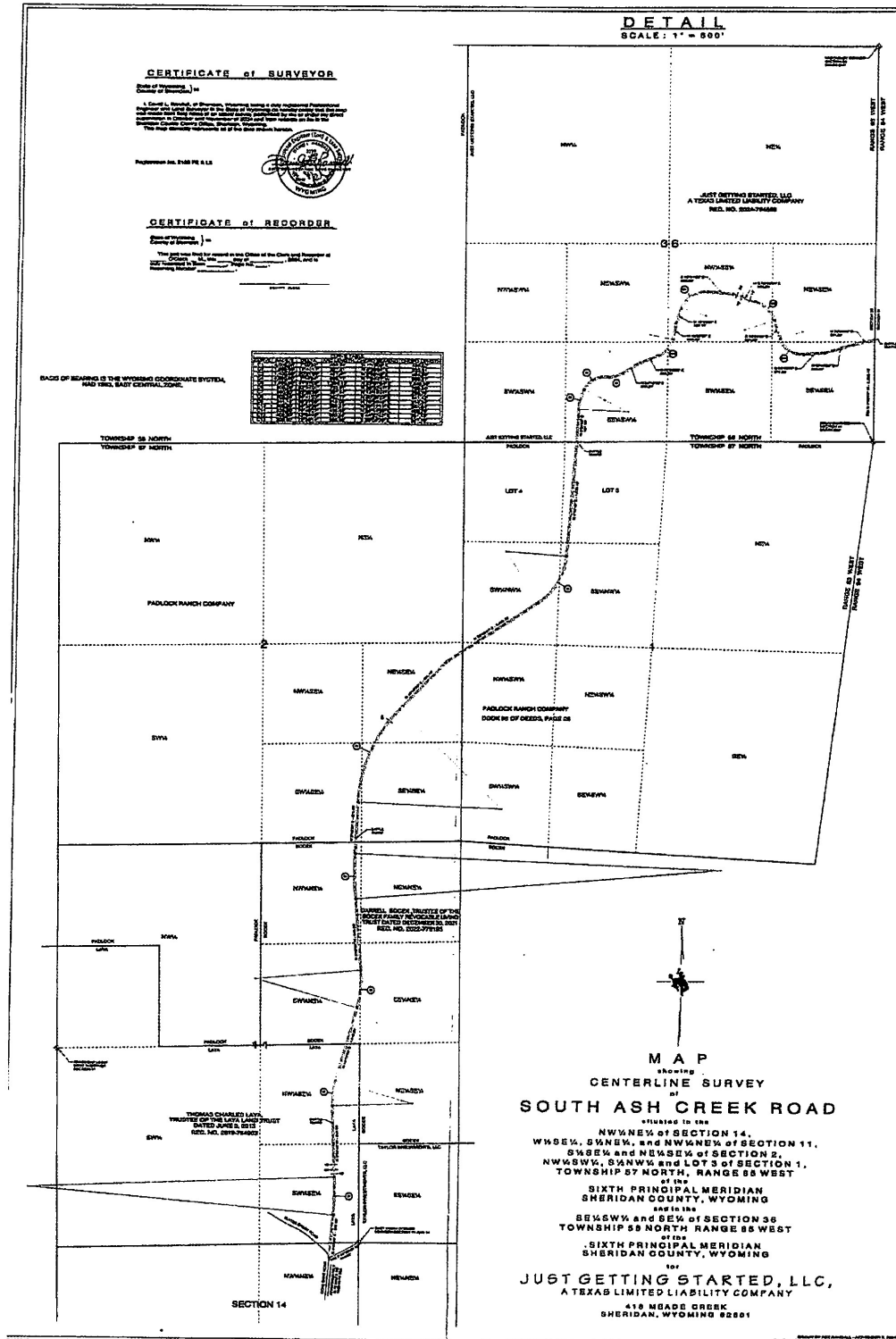
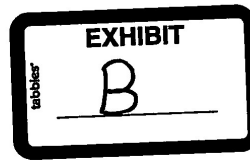
and a Chord Bearing of N 23°01'04" E and Chord Length of 1,349.99 feet to a point of tangency; thence on a bearing of N 43°49'38" E a distance of 874.19 feet; thence N 56°49'41" E a distance of 1,449.33 feet to a point of curvature; thence along a tangent curve to the left having a Radius of 800.00 feet, a Central Angle of 52°34'01", an Arc Length of 733.97 feet and a Chord Bearing of N 30°32'41" E and Chord Length of 708.50 feet to a point of tangency; thence on a bearing of N 4°15'40" E a distance of 1,539.15 feet; thence N 2°31'56" E a distance of 421.05 feet to a point of curvature; thence along a tangent curve to the right having a Radius of 650.00 feet, a Central Angle of 23°35'30", an Arc Length of 267.64 feet and a Chord Bearing of N 14°19'41" E and Chord Length of 265.75 feet to a point of secondary curvature; thence along a tangent curve to the right having a Radius of 302.56 feet, a Central Angle of 68°41'53", an Arc Length of 362.77 feet and a Chord Bearing of N 60°28'23" E and Chord Length of 341.42 feet to a point of reverse curvature; thence along a tangent curve to the left having a Radius of 341.15 feet, a Central Angle of 36°37'06", an Arc Length of 218.03 feet and a Chord Bearing of N 76°30'46" E and Chord Length of 214.34 feet to a point of tangency; thence on a bearing of N 58°12'13" E a distance of 259.36 feet; thence N 67°36'26" E a distance of 258.36 feet to a point of curvature; thence along a tangent curve to the left having a Radius of 300.00 feet, a Central Angle of 56°38'29", an Arc Length of 296.57 feet and a Chord Bearing of N 39°17'11" E and Chord Length of 284.64 feet to a point of tangency; thence on a bearing of N 10°57'57" E a distance of 220.32 feet; thence N 17°50'24" E a distance of 197.17 feet to a point of curvature; thence along a tangent curve to the right having a Radius of 325.00 feet, a Central Angle of 76°48'27", an Arc Length of 435.68 feet and a Chord Bearing of N 56°14'38" E and Chord Length of 403.78 feet to a point of tangency; thence on a bearing of S 85°21'09" E a distance of 322.38 feet; thence S 70°25'04" E a distance of 304.75 feet to a point of curvature; thence along a tangent curve to the right having a Radius of 400.00 feet, a Central Angle of 52°04'45", an Arc Length of 363.58 feet and a Chord Bearing of S 44°22'42" E and Chord Length of 351.19 feet to a point of tangency; thence on a bearing of S 18°20'19" E a distance of 254.59 feet to a point of curvature; thence along a tangent curve to the left having a Radius of 300.00 feet, a Central Angle of 75°36'14", an Arc Length of 395.86 feet and a Chord Bearing of S 56°08'26" E and Chord Length of 367.76 feet to a point of tangency; thence on a bearing of N 86°03'27" E a distance of 277.20 feet; thence N 73°41'36" E a distance of 382.86 feet; thence N 75°38'38" E a distance of 281.82 feet to the point of terminus for this centerline, said point of terminus lies on the East line of Section 36, Township 58 North, Range 85 West and said point of terminus bears N 0°08'16" W a distance of 1,338.12 feet from the Southeast Corner of said Section 36, Township 58 North, Range 85 West.

Total Length of Centerline is 17,601.4 Linear Feet, more or less.

Basis of bearing for this description is the Wyoming Coordinate System, NAD 1983, East Central Zone.



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FEES: \$33.00 PK EASEMENT  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK



**NO. 2024-795862 EASEMENT**  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK  
DAVIS & CANNON LLP P O BOX 728  
SHERIDAN WY 82801