

### Nonexclusive Access and Utility Easement

For valuable consideration, receipt of which is hereby acknowledged, **John E. Rice & Sons, Inc.**, a Wyoming corporation (Grantor) does hereby grant to **Moyle Petroleum Company**, a South Dakota corporation, whose address is 2504 West Main Street, Rapid City, SD 57702 (Grantee), a perpetual non-exclusive right-of-way and easement for ingress and egress of vehicles and pedestrians and for the installation, maintenance, repair and replacement of underground utilities and underground communication facilities over and across the following described lands subject to the terms and conditions set for the below:

#### See Exhibit "A"

1. The easement granted herein is for the benefit of and appurtenant to that real property owned by the Grantee described as follows:

Lot 4, Wrench Ranch Properties Third Development, Phase One, Subdivision,  
Sheridan County, Wyoming, Recorded December 21, 2016, Book W of Plats,  
Page 72.

2. Grantee may use the right-of-way and easement only for the purpose of ingress and egress for vehicles and pedestrians and for the installation, maintenance, repair and replacement of underground utilities and underground communication facilities.

3. Grantee and Grantor agree to be mutually responsible in maintaining the above-described easement area in proportion to their respective use or as otherwise mutually agreed by Grantee and Grantor and/or their successors in interest.

4. Neither party may fence the easement area unless otherwise agreed to by the other party. Neither party shall store or park any vehicles or material on the easement area. Grantee will not allow any debris to be discarded on the easement, and Grantee will clean up litter and debris along the easement for which Grantee or Grantee's invitees are responsible.

5. This easement is nonexclusive and shall not preclude Grantor or Grantor's successors in interest from using the easement area. The parties hereto acknowledge and agree that the above-described easement area may be (a) used by Grantor for access, installation of utilities, and for other purposes beneficial to Grantor's lands, including, but not limited to, subdivision and development of surrounding lands; and/or (b) dedicated to the City of Sheridan for a public access and utility easement.

6. Grantee accepts the easement area "as is." Grantee may improve the easement area by paving and re-paving the easement area and constructing and re-constructing an access to and from the adjacent highway; provided, however, Grantee shall obtain Grantor's consent prior to constructing improvements, which consent shall not be unreasonably withheld, and shall be solely responsible for all costs of improvements. Notwithstanding anything to the contrary herein, Grantee shall not construct any above-ground improvements on the easement area



without the express written consent of Grantor, which consent shall not be unreasonably withheld.

7. The rights granted herein are subject to all exceptions, reservations, covenants, conditions, restrictions, easements, rights-of-way, reservations and rights of record existing on the date of this Agreement and subject to any state of facts existing on the date of this agreement which would be disclosed by an accurate survey or physical inspection of the premises and subject to building, zoning, subdivision, or other regulations of any governmental entity.

8. Grantee shall indemnify, defend, and hold harmless Grantor and Grantor's agents, employees and representatives from any and all claims, demands, or causes of action arising from use of the easement area by Grantee or Grantee's invitees. Grantee releases Grantor, its employees, agents, and representatives from any and all liability for damages arising out of use of the easement area by Grantee or Grantee's invitees.

9. This agreement cannot be modified, amended or repealed except by a writing signed by the parties or their successors in interest.

11. The right-of-way and easement granted by this agreement shall run with the land and is binding upon the successors and assigns of the parties. This agreement shall be construed according to the laws of the State of Wyoming. A court of competent jurisdiction in the State of Wyoming shall have exclusive jurisdiction of any litigation arising out of this agreement.

DATED effective this 11 day of January, 2017.

[SIGNATURE PAGES FOLLOW SEPARATELY]



[SIGNATURE PAGE OF GRANTOR]

John E. Rice & Sons, Inc.

By: Neltje

Title: President

STATE OF WYOMING     )  
                                      :ss  
COUNTY OF SHERIDAN    )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of January, 2017, by Neltje, President of John E. Rice & Sons, Inc.

WITNESS my hand and official seal.

[Signature]  
Notary Public

My commission expires 5-13-18





2017-732223 1/11/2017 4:59 PM PAGE: 4 OF 6  
BOOK: 564 PAGE: 454 FEES: \$27.00 AO EASEMENT  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

[SIGNATURE PAGE OF GRANTEE]

Moyle Petroleum Company, a South Dakota  
corporation

By:


  
Gilbert D. Moyle III

Title: President

STATE OF SOUTH DAKOTA)  
:SS  
COUNTY OF PENNINGTON)

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of January, 2017, by Gilbert D. Moyle III, President of Moyle Petroleum Corporation, a South Dakota corporation.

Given under my hand and official seal this 11<sup>th</sup> day of January, 2017.

  
Notary Public

My commission expires: 12-10-2021

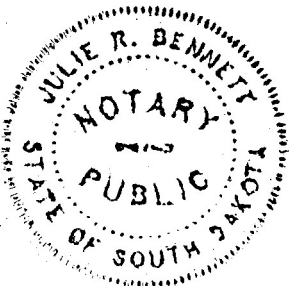


EXHIBIT A

A TRACT OF LAND LOCATED IN THE NW1/4NW1/4, SECTION 15, AND THE SW1/4SW1/4 SECTION 10, TOWNSHIP 56 NORTH, RANGE 84 WEST, 6TH P.M., SHERIDAN COUNTY, WYOMING.

**BEGINNING** At A Point Which Is Located South 79°40'02" East, A Distance Of 402.67 Feet from the Northwest Corner of Section 15, Township 56 North, Range 84 West, 6th P.M., Sheridan County, Wyoming of which this is a part said point being on the Northeast Right of Way of North Main Street and the Southernmost corner of Lot 4, Wrench Ranch Properties Third Development, Phase One;

Thence With A Line Of Said Lot 4 North 55°33'11" East, A Distance Of 150.70 Feet To A Point;

Thence Leaving Said Line South 10°33'11" West, A Distance Of 66.50 Feet To The P.C. Of A Curve Turning To The Right With A Radius Of 100.00 Feet, An Arc Length Of 78.54 Feet, A Chord Bearing Of South 33°03'11" West, A Chord Length Of 76.54 Feet To The P.T. Of Said Curve;

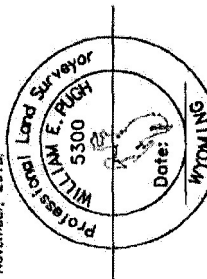
Thence South 55°33'11" West, A Distance Of 32.97 Feet To A Point On The Northeast Right Of Way Of North Main Street;

Thence With Said Right Of Way North 34°26'49" West, A Distance Of 76.31 Feet To The Point Of **BEGINNING**, Having An Area Of 8,373.4 Square Feet, 0.19 Acres more or less.



# WRENCH RANCH PROPERTIES THIRD DEVELOPMENT PHASE ONE, LOT 4 PROPOSED ADDITIONAL ACCESS POINT

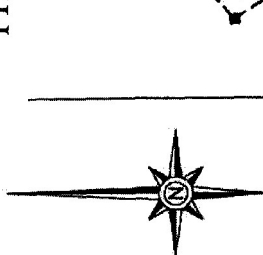
**CERTIFICATE OF SURVEY**  
I, William E. Pugh, a registered land surveyor, in the state of Wyoming do hereby certify that this plat was prepared from notes taken during a survey performed by me or under my supervision during November, 2016.



UNLESS SIGNED, SEALED AND DATED  
THIS IS A PRELIMINARY PLAT.

INTERSTATE 90

LOT 4  
7.00 AC.



SCALE 1" = 100'

If this does not measure 1"  
scale is not correct.  
Basis of Bearing: NAD 83  
Wyoming State East Central Zone

A TRACT OF LAND LOCATED IN THE NW1/4NW1/4, SECTION 15, AND THE SW1/4SW1/4 SECTION 10, TOWNSHIP 56 NORTH, RANGE 84 WEST, 6TH P.M., SHERIDAN COUNTY, WYOMING.

BEGINNING AT A Point Which is Located South 79°40'27" East, A Distance Of 402.67 Feet from the Northwest Corner of Section 15, Township 56 North, Range 84 West, 6th P.M., Sheridan County, Wyoming, of which this is part said point being on the Northeast Right of Way of North Main Street and the Southeastmost corner of Lot 4, Wrench Ranch Properties Third Development, Phase One,

Thence With A Line Of Said Lot 4 North 55°33'11" East, A Distance Of 150.70 Feet To A Point,

Thence Leaving Said Line South 10°33'11" West, A Distance Of 66.50 Feet To The P.C. Of A Curve Turning To The Right With A Radius Of 100.00 Feet, An Arc Length Of 76.54 Feet, A Chord Bearing Of South 33°03'11" West, A Chord Length Of 76.54 Feet To The P.T. Of Said Curve;

Thence South 55°33'11" West, A Distance Of 32.97 Feet To A Point On The Northeast Right Of Way Of North Main Street;

Thence With Said Right Of Way North 34°26'48" West, A Distance Of 76.31 Feet To The Point Of BEGINNING. Having An Area Of 6.373,4 Square Feet, 0.19 Acres more or less.

NORTH MAIN STREET

DWYTAIL DRIVE

Prepared By: WOOD GROUP



Wood Group  
Project & Asset Management  
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(307) 675-6400 www.woodgroup.com