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FEES: \$27.00 PK EASEMENT EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

UNITED STATES OF AMERICA

BY: KHANSTRUCTION, LLC

**GRANT OF EASEMENT** 

STATE OF WYOMING

TO: TLC PROPERTIES, LLC

\* COUNTY OF SHERIDAN

This Grant of Easement (this "Agreement") is made this 25 day of October. 2022, by and between KHANSTRUCTION, LLC, a Wyoming limited liability company whose address is 765 E 7<sup>TH</sup> St, Sheridan, WY 82801 ("Grantor"), and TLC PROPERTIES, LLC, a Louisiana limited liability company whose address is 5321 Corporate Boulevard, Baton Rouge, LA 70808 (TIN: 72-0640751) ("Grantee").

The Grantor, its successors and assigns, do hereby grant, sell and convey unto Grantee, its successors and assigns, a perpetual easement for an outdoor advertising structure and all necessary or desirable appurtenances on, over and upon Grantor's real property described herein. The easement granted herein shall consist of (i) an easement for the location, construction, maintenance and operation of an outdoor advertising structure, the base of which shall be located within the area described in Exhibit "A" attached hereto and incorporated herein (the "Sign Location Easement") as well as (ii) easements for access, maintenance, visibility, utility services and overhang (the "Access, Maintenance, Visibility, Utility and Overhang Easement") on, over and upon Grantor's real property described in Exhibit "B" attached hereto and incorporated herein (the "Property"). Collectively, the Sign Location Easement and the Access, Maintenance, Visibility, Utility and Overhang Easement are herein referred to as the "Easements."

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, Grantor herein grants the perpetual Easements subject to the following terms and conditions:

The Easements shall consist of perpetual easements of use that run with the land and shall include the right to construct, repair, service, maintain, improve and modify the outdoor advertising structure to have as many advertising faces as are allowed by local and state law, including changeable copy faces and/or electronic faces and to replace or rebuild any outdoor advertising structure within the Sign Location Easement. The Easements shall include but not be limited to a right of ingress and egress, a right of overhang for the outdoor advertising structure, a right to install, repair, replace and maintain underground and/or above ground electrical service to the outdoor advertising structure, a right to maintain telecommunication devices as it relates to the outdoor advertising structure only and a right of view, prohibiting vegetation or improvements on the



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Property described herein that would obstruct the view of the outdoor advertising structure from the adjoining highway. Grantor agrees that Grantee may trim or remove any or all trees and vegetation in, on or about the Easements as often as Grantee deems necessary to prevent obstruction or to improve the appearance of the outdoor advertising structure. Grantee, its successors and assigns hereby specifically hold Grantor, its successors and assigns, free and harmless from any damages or injuries to any person or property caused by Grantee's construction or maintenance activities on the Property.

Grantor warrants that it is the sole record owner of the immovable Property over which these Easements are created, that such Property is not subject to any mortgages or liens, that such Property is not encumbered by any restrictions, easements, covenants, leases or other rights that are in any way conflicting with or inconsistent with the conveyance herein made, and that Grantor has the right and authority to execute these Easements and to grant, sell and convey the real rights set forth herein to Grantee.

In the event of condemnation of the Property, or any part thereof, by proper authorities or relocation of the highway that adversely impacts the Easements herein granted. Grantee shall have the right to relocate the outdoor advertising structure and related Easements onto Grantor's remaining Property. Any condemnation award for Grantee's property shall accrue to Grantee.

The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, assigns, and legal representatives of Grantor and Grantee.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. If executed in multiple counterparts, this Agreement shall become binding when two or more counterparts hereto, individually or taken together, bear the signatures of all of the parties reflected hereon as the signatories.

[Signatures on following page]



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THIS GRANT OF EASEMENT is executed by the undersigned parties as of the dates set forth below but effective as of the date first set forth above.

WITNESSES: Congolli Kelly Camino	GRANTOR:  Khanstruction LLC  By:  Name: Waseem Khan  Title: Managing Manker
State of $\frac{Wy}{Sur_1d}$	ACKNOWLEDGMENT
that he is the Myoming limited labelle, foregoing instrument for ar acknowledged that he had	came before me the undersigned, a Notary Public, duly acting within and for the said County and State, appeared in to me personally known, who stated and in the name and behalf of said entity, and further stated and so signed, executed and delivered said foregoing instrument and purposes therein mentioned and set forth.
day of Schow	Notary Public Promission is: 35029
This Instrument Prepared By: James R. McIlwain 5551 Corporate Blvd Baton Rouge, LA 70808 STATE OF	BRIAN T. KINNISON

**NOTARY PUBLIC** STATE OF WYOMING MY COMMISSION EXPIRES: 05/13/2028



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## **EXHIBIT "A"**

## Legal Description of the Sign Location Easement

IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NW1/4NE1/4), SECTION 26 TOWNSHIP 56 NORTH, RANGE 84 WEST,  $6^{TH}$ PRINCIPAL MERIDAN, SHERIDAN COUNTY, WYOMING, BEING MORE PARTICUALLY DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 26, THENCE S 80'53'23" W, 2273.20 FEET TO A POINT LYING ON THE SOUTH RIGHT-OF-WAY LINE HWY 336 (AKA 5<sup>th</sup> STREET) SAID POINT BEING THE POINT OF BEGINNING OF SUBJECT EASEMENT; THENCE S 32'2'13" W, 34.64 FEET; THENCE N 57'38'47" W, 11.00 FEET; THENCE N 32'21'13", 34.91 FEET TO A POINT LYING ON THE SAID SOUTH RIGHT-OF-WAY LINE; THENCE S 56'15'55" E, 11.00 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING. SUBJECT EASEMENT CONTAINING AN AREA OF 382.55 SQUARE FEET.



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## **EXHIBIT "B"**

## Legal Description of the Property

A tract of land situated in the NEI/4SW1/4 of Section 23 and the WI/2NE1/4 & El/2NW1/4 of Section 26, Township 56 North, Range 84 West, 6th Principal Meridian, Sheridan County, Wyoming, (See Record of Survey filed in Drawer "A" in the Sheridan County Courthouse), attached hereto and by this reference made a part hereof; said tract being more particularly described as follows: Commencing at the northeast comer of said Section 26 (monumented with a 3 1/4" Aluminum cap per PLS 2615); thence S61 ° 17145"W, 1718.44 feet to the POINT OF BEGINNING of said tract, said point lying on the westerly right-of-way line of Interstate 90; thence S00 025101 "E, 370.45 feet along said westerly right-of-line of said Interstate 90 to a point; thence N89°08149"E, 118.39 feet along said westerly right-of-line to a point; thence S00°38123"E, 163.07 feet westerly right-of-line to a point, said point lying on the north line of a tract of land described in Book 553 of Deeds, Page 402; thence S89 °0313911W, 1012.45 feet along said north line of said tract described in Book 553 of Deeds, Page 402 to a point (Monumented with a 2" Aluminum Cap per PLS 6812) said point lying on the east line of a tract of land described in Book 40 of Deeds, Page 445; thence N0l 002133"W, 28.55 feet along said east line of a tract described in Book 40 of Deeds, Page 445 to a point, said point being the northeast comer of said tract of land described in Book 40 of Deeds, Page 445; thence S87°56133"W, 228.31 feet along the north line of said tract of land described in Book 40 of Deeds, Page 445 to a point, said point being the northwest comer of said tract described in Book 40 of Deeds, Page 445; thence S00 027110"E, 24.41 feet along the west line of said tract described in Book 40 of Deeds, Page 445 to a point, said point lying on said north line of a tract described in Book 553 of

Deeds. Page 402; thence S89°02113"W, 276.44 feet along said north line of a tract described in Book 553 of Deeds, Page 402 to a point, said point being the southeast comer of Deed Reception Number: 2020-760504; thence N00 03010311W, 1428.51 feet along the east line of said Deed Reception Number: 2020-760504 to a point, said point lying on the southerly right-of-way line of Fifth Street; thence, through a non-tangent curve along said southerly right-of-way line of said Fifth Street, having a central angle of 19 °40144" a radius of 1198.24 feet, an arc length of 411.55 feet, a chord bearing of S66° I 8137"E, and a chord length of 409.53 feet to point; thence S55 °50151 "E, 45.94 feet along said southerly right-of-way line to a point; thence S33 °5614311W, 36.80 feet along said southerly right-of-way line to a point; thence S56° 14137"E, 609.05 feet along said southerly right-of-way line to a point; thence S32 °5013411W, 14.61 feet along said southerly right-of-way line to a point; thence, along said southerly right-of-way line through a spiral curve to the left (See Record of Survey filed in Drawer "A", Plat No 201 in the Sheridan County Courthouse), being one hundred and thirty (130) feet south of and parallel to the CENTERLINE of said spiral curve a southerly RIGHT-OF-WAY spiral curve chord bearing of

S59 °3711 6"E, and a chord length of 261.50 feet to a point (see Record of Survey filed in Drawer "A", Plat No. 201); thence, through a non-tangent curve along said south right-of-way line, having a central angle of 02°21 150" a radius of 846.20 feet, an arc length of34.91 feet, a chord bearing of S70 ° 14128"E, and a chord length of 34.91 feet to a point; thence S21 ° 5310511W, 96.95 feet along said southerly right-



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of-way line to a point; thence, through a non-tangent curve along said southerly right-of-way line, having a central angle of 13 °04'26" a radius of941.20 feet, an arc length of214.77 feet, a chord bearing ofS74°45122"E, and a chord length of 214.30 feet to point; thence, along said southerly right-of-way line through a spiral curve to the left (See Record of Survey filed in Drawer "A", Plat No 201 in the Sheridan County Courthouse), being two hundred and twenty-five (225) feet south of and parallel to the CENTERLINE of said spiral curve a southerly RIGHT-OF-WAY spiral curve chord bearing of S83 °44159"E, and a chord length of 87.28 feet to a point (see Record of Survey filed in Drawer "A", Plat No. 201) to the POINT OF BEGINNING.