

7/16/2025 4:39 PM PAGE: 1 OF 7 FEES: \$30.00 PK EASEMENT

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

# ACCESS EASEMENT AGREEMENT (Non-exclusive – Equipment Yard)

This EASEMENT AGREEMENT (this "Agreement") is made and entered into between StoneBarn, LLC, a Wyoming limited liability company, of P.O. Box 629, Big Horn, WY 82833 ("Grantor"), and The Paul S. and Sandra A. Wallop Trust dated May 29, 2014, as amended and restated, and Paul S. Wallop and Sandra A. Wallop, husband and wife, of P.O. Box 629, Big Horn, WY 82833 ("Grantees").

### **RECITALS**

WHEREAS, Grantor is the owner of that certain real estate located and situated in Sheridan County, Wyoming, more particularly described in that certain Record of Survey recorded in the records of the County Clerk and Recorder for Sheridan County, Wyoming, on July 3, 2025, as Survey A 787 bearing Inst. Ref. No. 2025-800368 (with said described lands hereinafter referred to as the "Burdened Parcel"):

WHEREAS, pursuant to that certain December 20, 2023, Quitclaim Deed recorded in the records of the County Clerk and Recorder for Sheridan County, Wyoming, on December 21, 2023, as Instrument Ref. No. 2023-789467, Grantees are the owners of that certain real estate located and situated in Sheridan County, Wyoming, (with said described lands hereinafter referred to as the "Benefited Parcel"):

WHEREAS, Grantees seek a non-exclusive perpetual access easement from Grantor under terms and conditions set forth herein to provide access to the Benefitted Parcel through and across only that specific portion of the Burdened Parcel, which is more particularly described on Exhibit "1" attached hereto and incorporated herein by this reference (with said described lands hereinafter referred to specifically as the "Easement"); and

WHEREAS, Grantor will grant a perpetual easement to Grantees and their successors and assigns through and across the Easement for the purpose of ingress and egress in, from and to the Benefited Parcel pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

1. Grant of Easement. Grantor hereby grants unto Grantees and their successors and assigns a non-exclusive perpetual access Easement in and across the Grantor's lands described in the form set forth in the attached and incorporated Exhibit "1" to this instrument to provide the Grantees with access across the Grantor's lands to the Benefited Parcel. Said Easement shall perpetually burden only the Burdened Parcel and benefit only the Benefited Parcel so long as all terms and conditions of this Agreement are all materially complied with. Grantees and their successors and assigns shall have all of the rights and benefits necessary and convenient for the full enjoyment or use of the rights herein granted. Said non-exclusive easement shall only be for the benefit of the record owners of the Benefited Parcel and their authorized guests and invitees.



FEES: \$30.00 PK EASEMENT

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

2. <u>Use.</u> The Easement shall be used by the Grantees for all general Residential and Ranch/Agricultural purposes and all related uses.

- 3. <u>Maintenance and Security</u>. Grantee, shall bear and pay all actual costs incurred for the reasonable use and maintenance of the Easement with each other and with all other parties who own the Easement.
- 4. <u>Indemnification</u>. Grantees shall fully indemnify, defend and hold the Grantor and his heirs, representatives, agents, employees, successors and assigns, harmless from any and all costs, liabilities, damages, losses, claims, actions or proceedings whatsoever, including, without limitation, for injury to persons (including death) which may be claimed to have arisen out of: (a) any damage, accident, injury or other similar occurrences on the Easement due to the use of the Easement by Grantee or Grantees' guests or invitees; and/or, (b) the use, maintenance or repair of the Easement by Grantee, its guests or invitees.
- 5. Conditional Automatic Termination. If the Grantees or their successors or assigns acquire full right, title and possession of those certain Sheridan County lands described in that certain 7.5 +- acre parcel that is located in T54N R84W 6<sup>th</sup> P.M., Section 30, Part of Lot 02 and Part of the SE1/4NW1/4, said parcel appearing described of record in a Quitclaim Deed recorded on or about December 7, 2017, at Book 571, Page 122 of the land record of and for Sheridan County, Wyoming, and as Sheridan County Assessor Parcel No. 54843020000633 (the "Acquisition Parcel"), then this Easement shall be deemed to be voluntarily abandoned by the Grantees unto the Grantor and his successors and assigns one hundred eighty (180) days immediately following the Grantees' full and final acquisition of the Acquisition Parcel. If this condition is fully satisfied, Grantees shall record a signed abandonment of Easement in the land records of and for Sheridan County, Wyoming, upon such Easement abandonment becoming effective.
- 6. <u>Binding Effect; Covenants Running with the Land</u>. The rights and responsibilities set forth in this Agreement shall inure to and bind the parties hereto, their heirs, representatives, successors and assigns. The Easement described in this Agreement and the rights of Grantees hereunder, along with all of the terms, provisions and obligations contained herein relating to said Easement, shall be covenants running with and shall burden title to the Burdened Parcel as set forth in the attached and incorporated Exhibit "1" and shall, likewise, be reciprocal covenants running with, appurtenant and benefiting the fee title of the Benefited Land.
- 7. <u>Recitals</u>. The descriptive recitals set forth above are hereby incorporated herein by this reference.



FEES: \$30.00 PK EASEMENT

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

- 8. <u>Governing Law and Venue.</u> This Agreement will be governed by and interpreted under the substantive and procedural laws of the State of Wyoming. Any action for the enforcement of this Agreement shall be brought and heard in the District Court, Fourth Judicial District, in and for Sheridan County, Wyoming.
- 9. <u>Attorneys' Fees.</u> In the event of any legal proceeding for the interpretation or enforcement of this Agreement, the prevailing party in such legal proceeding shall be entitled to recover all of its costs and expenses incurred, including, without limitation, its reasonable attorneys' fees.
- 10. <u>Severability</u>. If any term or provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

IN WITNESS WHEREOF, the parties have executed this Easement and Agreement as of the date first written above.

## **GRANTOR:**

StoneBarn, LLC, a Wyoming limited liability company

Paul S. Wallop, Manager

#### **GRANTEES:**

The Paul S. and Sandra A. Wallop Trust dated May 29, 2014, as amended and restated

Paul S. Wallop, Trustee

Sandra A. Wallop, Trustee

Paul S. Wallop

Sandra A. Wallop

7/16/2025 4:39 PM PAGE: 4 OF : FEES: \$30.00 PK EASEMENT EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

STATE OF WYOMING ) ) ss. County of Sheridan The foregoing instrument was executed and acknowledged before me this H, 2025, by Paul S. Wallop, as the authorized Manger of and for StoneBarn, LLC, Wyoming limited liability company. WITNESS my hand and official seal. BRITTANI DEWEY Notary Public - State of Wyoming Signature of Notarial Officer Commission ID # 149948 My Commission Expires Rank and Title: Notary Public October 13, 2029 My Commission Expires: STATE OF WYOMING ) ss. County of Sheridan The foregoing instrument was executed and acknowledged before me this , 2025, by Paul S. Wallop, Trustee, and Sandra A. Wallop, Trustee, both of and for The Paul S. and Sandra A. Wallop Trust dated May 29, 2014, as amended and restated. WITNESS my hand and official seal. BRITTANI DEWEY Notary Public - State of Wyoming Commission ID # 149948 My Commission Expires Signature of Notarial O October 13, 2029 Rank and Title: Notary Public

My Commission Expires:



2025-80C633 7/16/2025 4:39 PM PAGE: 5 OF 7 FEES: \$30.00 PK EASEMENT EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

STATE OF WYOMING ) ss.
County of Sheridan )
The foregoing instrument was executed and acknowledged before me this day of , 2025, by Paul S. Wallop.  WITNESS my hand and official seal.  Notary Public - State of Wyoming Commission ID # 149948 Rank and Title: Notary Public My Commission Expires October 13, 2029  My Commission Expires: 10/13/2029.
STATE OF WYOMING ) ss.
County of Sheridan )
The foregoing instrument was executed and acknowledged before me this Hay of WITNESS my hand and official seal.
BRITTANI DEWEY Notary Public - State of Wyoming Commission ID # 149948 My Commission Expires October 13, 2029  BRITTANI DEWEY Signature of Notarial Officer Rank and Title: Notary Public
My Commission Expires: 10/13/2079 .



2025-800633 7/16/2025 4:39 PM PAGE: 6 OF 7

FEES: \$30.00 PK EASEMENT EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

#### **EXHIBIT "1"**

# **Easement Legal Description and Diagram**

A thirty (30) foot wide access easement, being thirty (30) feet to the right of a line situated in the SE¼NW¼ of Section 30, Township 54 North, Range 84 West; said easement line being the southwesterly line of said thirty (30) foot wide access easement; said line being more particularly described as follows:

Commencing at the southwest corner of said Section 30 (monumented with a 31/4" aluminum cap per PLS 2615); thence N31°01'16"E, 3354.49 feet to a No. 5 rebar being an angle point on the easterly line of a tract of land described in Book 571 of Deeds, Page 122 being the POINT OF BEGINNING of said line;

thence along said tract line N50°28'45"W 103.47 feet to a point;

thence leaving said tract line N05°21'48"W, 70.73 feet to a point returning to said tract

thence N18°14'04"E, 188.67 feet along said tract line to a 1½" aluminum cap per PLS 258:

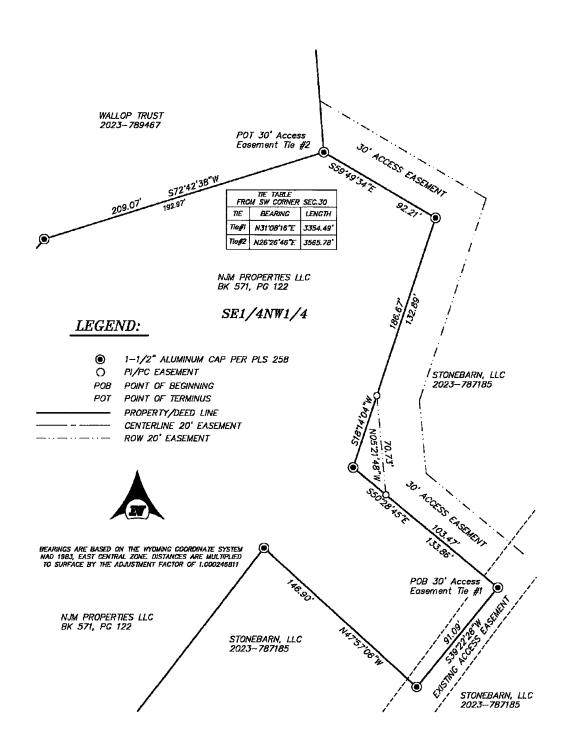
thence continuing along said tract line N59°49'34"W, 92.21 feet to a 1½" aluminum cap per PLS 258 being the POINT OF TERMINUS, and being N26°46'46"E, 3565.78 feet from said southwest corner of Section 30, the northeasterly line of said easement terminating on the east line of a tract of land described in document #2023-787185.



**2025-800633** 7/16/2025 4:39 PM PAGE: 7 OF 7

FEES: \$30.00 PK EASEMENT

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK



### NO. 2025-800633 EASEMENT

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK WENDTLAND & WENDTLAND,LLP 2161 COFFEEN AVE STE 301 SHERIDAN WY 82801