

FEES: \$30.00 PK EASEMENT

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

## ACCESS EASEMENT AGREEMENT (Non-exclusive – Canyon Ranch Road)

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"); and,

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 attached and incorporated Exhibit "1" to provide the Grantees with access across the Burdened Parcel to the Benefited Parcel. Said Easement(s) 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



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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.

- 2. <u>Use</u>. The Easement shall be used by the Grantees for general Residential and Ranch/Agricultural purposes and all related uses.
- 3. <u>Maintenance and Security</u>. Grantor and Grantee, and their respective successors, heirs and assigns, shall share proportionately in the 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. <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 as set forth herein.
- 6. <u>Recitals.</u> The descriptive recitals set forth above are hereby incorporated herein by this reference.
- 7. <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.
- 8. <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.

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9. Severability. 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

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STATE OF WYOMING )
County of Sheridan ) ss.
The foregoing instrument was executed and acknowledged before me this day of a Wyoming limited liability company.
WITNESS my hand and official seal.  BRITTANI DEWEY Notary Public - State of Wyoming Commission ID # 149948 My Commission Expires October 13, 2029  My Commission Expires: 10 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 day of, 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.
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: 10/13/2029

STATE OF WYOMING )
County of Sheridan )
The foregoing instrument was executed and acknowledged before me this <u>M1P</u> day of, 2025, by Paul S. Wallop.
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: 10/13/2029 .
STATE OF WYOMING ) ) ss.
County of Sheridan )
The foregoing instrument was executed and acknowledged before me this Harday of A. Wallop.  WITNESS my hand and official seal.
BRITTANI DEWEY Notary Public - State of Wyoming Commission ID # 149948 My Commission Expires October 13, 2029  Signature of Notarial Officer Rank and Title: Notary Public
My Commission Expires: $10/13/2029$ .



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**EXHIBIT "1"** 

## **Easement Legal Description**

That portion of an access easement described in Book 352 of Deeds, Page 556, being thirty (30) feet wide, lying fifteen (15) feet each side of the centerline of an existing access road situated in Section 30, Township 54 North, Range 84 West, 6th P.M., Sheridan County, Wyoming; the centerline of said easement described in Book 352 of Deeds, Page 556, 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 N12°45'24"E, 4896.43 feet to the **POINT OF BEGINNING** of the herein described easement, said point lying on the centerline of the Little Goose Canyon Road, (AKA County Road No. 77); thence S32°15'48"E, 54.40 feet along said existing access road centerline to a point; thence S43°57'38"E, 59.80 feet along said centerline to a point; thence S73°28'59"E, 192.78 feet along said centerline to a point; thence N89°46'54"E, 123.17 feet along said centerline to a point; thence S81°21'16"E, 458.80 feet along said centerline to a point; thence S61°12'43"E, 77.01 feet along said centerline to a point; thence S37°25'12"E, 63.93 feet along said centerline to a point; thence S17°03'57"E, 323.34 feet along said centerline to a point; thence S06°21'07"E, 94.42 feet along said centerline to a point; thence S07°09'59"W, 120.85 feet along S11°55'54"W, 96.47 feet along said centerline to a point; thence S03°22'17"E, 203.02 feet leaving the original easement location and along the relocated centerline of a portion of said access road to a point; thence S11°17'43"W, 111.36 feet along said relocated centerline of said access easement to a point returning to said centerline described in Book 352, Page556 and said existing road; thence S32°17'45"W, 332.35 feet along said centerline to a point; thence S30°14'09"W, 115.61 feet, leaving said original centerline to a point; thence S39°22'28"W, 93.09 feet along a line fifteen (15) feet southeasterly and parallel with the easterly line of a tract of land described in Book 571 of Deeds, Page 122 also referred to as the NJM Parcel, thence S40°44'53"W, 155.21 feet returning to the original centerline at the point of intersection with the original centerline and the north line of Lot 1 of the C&G Minor Subdivision being the POINT OF TERMINUS, and being N30°37'07"E, 3108.29 feet from said southwest corner of Section 30.

Lengthening or shortening the side lines of said easement to intersect said boundary lines.

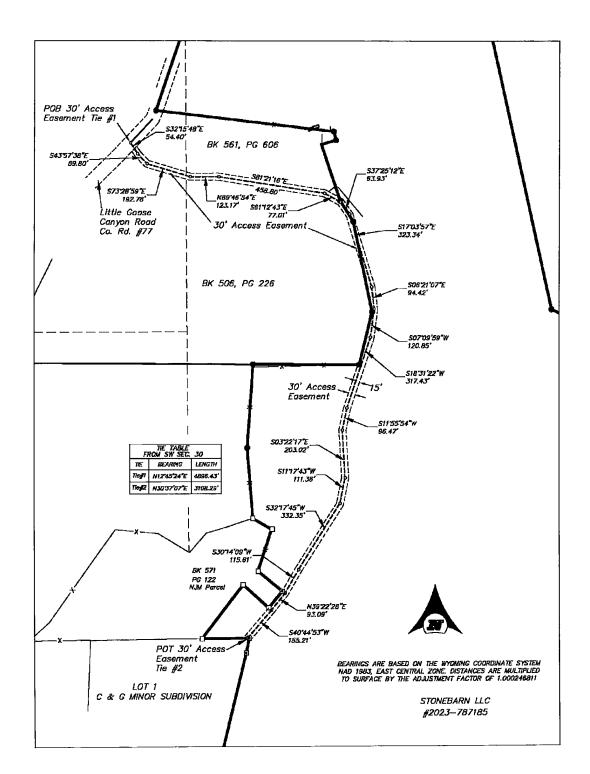
Basis of Bearings is the Wyoming Coordinate System NAD 1983, East Central Zone.



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