

CONVEYANCE OF ACCESS EASEMENT

This Conveyance of Access Easement is entered into this 14 day of March, 2016, by and between **WALLOP FAMILY LIMITED PARTNERSHIP**, a Wyoming limited partnership ("Grantor"), of Sheridan County, Wyoming, and **SunTrust Bank and Summerfield K. Johnston, Jr., Co-Trustees Under the Will of Katherine Jackson Johnston dated 4/30/1964** ("Grantee"), of Sheridan County, Wyoming.

WHEREAS, Grantee is the owner of certain lands in Sheridan County, Wyoming, described on the attached **Exhibit "A"** ("Grantee's Land"); and

WHEREAS, Grantor is the owner of certain lands in Sheridan County, Wyoming, which include but are not limited to the following:

Township 54 North, Range 84 West, 6th P. M.

Section 30: W1/2SE1/4

("Grantor's Land"); and

WHEREAS, Grantor wishes to convey to Grantee an access easement across Grantors' Land in accordance with the terms of this instrument;

NOW, THEREFORE, for good and valuable consideration, including the mutual covenants herein, it is agreed by the parties as follows:

1. Grant of Easement.

Grantor hereby grants to Grantee, and the successors and assigns of Grantee, a nonexclusive access easement (the "Easement"), thirty (30) feet in width, along the route described in the attached **Exhibit "B"** for construction, maintenance and use of an Easement for ingress and egress, across Grantor's Land, to and from Grantee's Land, for agricultural and residential purposes, subject to the conditions and limitations contained herein.

2. Construction and Reclamation.

To the extent the surface of Grantor's Land is disturbed by any of Grantee's activities (including any maintenance or reconstruction), the Grantor's Land shall be reclaimed and repaired by Grantee with contours and vegetation like or similar to that in place prior to such activities, except that this provision shall not require planting or growth of vegetation on any compacted roadway surface.

3. Terms of Use; Maximum Burden.

A. The Easement may be used for residential and agricultural purposes, but not for commercial purposes.



B. The Grantor and Grantee may elect to share the expense of installing a security gate along the Easement for the benefit of both, but neither party shall be required to install a security gate. If either Grantor or Grantee alone uses a security gate along the Easement in order to curtail unauthorized entry, that party shall provide codes, keys or lock combinations to the other party. Neither party shall place more than one security gate along the Easement.

C. This is a private Easement. At no time shall this Easement be construed to create a public right of way nor be converted to a public right of way.

D. The conveyance of this Easement shall not preclude Grantor's use of Grantor's property in any manner, except to the extent that Grantor shall not obstruct the easement or otherwise interfere with Grantee's rights to use the Easement for the purposes allowed by this instrument. Grantor shall have the right to use the roadway constructed in the Easement and to allow others to use the roadway.

E. This Easement is given subject to the express understanding that the Grantee, in accepting this Easement, shall not hold the Grantor liable for any loss, damage or claims of any kind or nature arising out of the use of the Easement by the Grantee or its agents, employees, invitees, or guests. Grantee hereby assumes all risk, whether known or unknown, now existing or hereafter occurring, in any manner arising out of or relating to the use of the Easement.

4. Appurtenant to Benefitted Land.

The Easement shall run with Grantee's Land and shall be for the benefit and use of the Grantee and the permitted heirs, successors and assigns of Grantee.

DATED this 14 of March, 2016.

[SIGNATURE PAGE FOLLOWS]



2016-725677 3/23/2016 4:25 PM PAGE: **3** OF **10**
BOOK: 558 PAGE: 761 FEES: \$39.00 MFP CONVEYANCE
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

GRANTOR:

WALLOP FAMILY LIMITED PARTNERSHIP
a Wyoming limited partnership

By: Wallop Canyon Ranch Limited Liability Company, a
Wyoming limited liability company, its general partner.

By: 
Paul S. Wallop, Manager

GRANTEE:

**SUNTRUST BANK AND SUMMERFIELD K.
JOHNSTON, JR., CO-TRUSTEES UNDER THE
WILL OF KATHERINE JACKSON JOHNSTON
DATED 4/30/1964**

By: _____
S. K. Johnston, Jr., Co-Trustee

By: _____

Title: _____



GRANTOR:

WALLOP FAMILY LIMITED PARTNERSHIP
a Wyoming limited partnership

By: Wallop Canyon Ranch Limited Liability Company, a
Wyoming limited liability company, its general partner.

By: _____

Paul S. Wallop, Manager

GRANTEE:

**SUNTRUST BANK AND SUMMERFIELD K.
JOHNSTON, JR., CO-TRUSTEES UNDER THE
WILL OF KATHERINE JACKSON JOHNSTON
DATED 4/30/1964**

By: _____

S. K. Johnston, Jr., Co-Trustee

By: _____

Title: _____



GRANTOR:

WALLOP FAMILY LIMITED PARTNERSHIP
a Wyoming limited partnership

By: Wallop Canyon Ranch Limited Liability Company, a
Wyoming limited liability company, its general partner.

By: _____

Paul S. Wallop, Manager

GRANTEE:

**SUNTRUST BANK AND SUMMERFIELD K.
JOHNSTON, JR., CO-TRUSTEES UNDER THE
WILL OF KATHERINE JACKSON JOHNSTON
DATED 4/30/1964**

By: _____

S. K. Johnston, Jr., Co-Trustee

By: _____

Cherie Yates

Title: _____

Senior Vice President



STATE OF _____)
 : ss
COUNTY OF _____)

The foregoing **Conveyance of Access Easement** was acknowledged before me this ____ day of _____, 2016, by **Paul S. Wallop**, as manager of **Wallop Canyon Ranch Limited Liability Company**, as general partner of **Wallop Family Limited Partnership**.

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

STATE OF _____)
 : ss
COUNTY OF _____)

The foregoing **Conveyance of Access Easement** was acknowledged before me this ____ day of _____, 2016, by **Summerfield K. Johnston, Jr., Co-Trustee Under the Will of Katherine Jackson Johnston.**

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

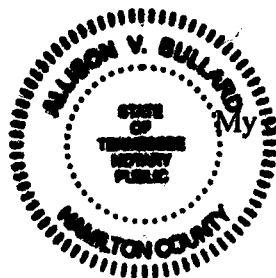
STATE OF Tennessee)
 : ss
COUNTY OF Hamilton)

The foregoing Conveyance of Access Easement was acknowledged before me this 11th day of March, 2016, by Cherie Yates, of SunTrust Bank, Co-Trustee Under the Will of Katherine Jackson Johnston.

WITNESS my hand and official seal.

Allison V. Bullard
Notary Public

My commission expires: 1-26-19



LEGAL DESCRIPTION
EXHIBIT "A"

Record Owner: Wallop Family Limited Partnership
Re: A Tract of Land (±566.35 Acres)
September 24, 2015

Tract 1

A tract of land situated in the W½SW¼SE¼, S½SW¼, and NW¼SW¼, Section 29; N½SE¼, and SE¼SE¼, Section 30; NE¼, Section 31; W½, Section 32; Township 54 North, Range 84 West, 6th P.M., Sheridan County, Wyoming; said tract of land being more particularly described as follows:

BEGINNING at the north quarter corner of said Section 32 (Monumented with a 3¼" Aluminum Cap per PLS 5369); thence S01°00'16"E, 5201.23 feet along the east line of said W½ of Section 32 to a point, said point being south quarter corner of said Section 32; thence S89°02'11"W, 1834.76 feet along the south line of said W½ of said Section 32 to a point; thence N24°15'03"W, 908.66 feet along a fence line to a point; thence N08°10'18"W, 2420.06 feet along said fence line to a point; thence N89°00'37"W, 1698.43 feet along said fence line to a point; thence N19°14'10"W, 1135.61 feet along said fence line to a point; thence N82°08'44"E, 429.30 feet along said fence line to a point; thence N62°49'07"E, 435.96 feet along said fence line to a point; thence N42°44'18"E, 239.27 feet along said fence line to a point; thence N54°29'44"E, 139.64 feet along said fence line to a point; thence N60°36'11"E, 174.93 feet along said fence line to a point; thence N18°50'21"E, 287.69 feet along said fence line to a point; thence N22°02'44"W, 188.30 feet along said fence line to a point; thence N18°17'21"W, 407.58 feet along said fence line to a point; thence N21°01'13"W, 54.22 feet along said fence line to a point; thence N28°45'22"W, 1172.20 feet to a point; thence N00°08'27"E, 1029.26 feet to a point, said point being the southwest corner of a tract of land described in Book 511 of Deeds, Page 416; thence N88°57'43"E, 838.36 feet along the south line of said tract described in Book 511 of Deeds, Page 416 to a point; thence S53°08'11"E, 916.28 feet along said south line to a point; thence S52°39'28"E, 1309.02 feet along said south line to a point; thence N89°52'01"E, 1351.47 feet along said south line to a point; thence N89°55'17"E, 660.24 feet along said south line to a point, said point being the southeast corner of said tract and being the northeast corner of a W½SW¼SE¼; thence S00°13'07"E, 1309.14 feet along the east line of said W½SW¼SE¼ to a point; thence S89°47'06"W, 650.91 feet south line of said W½SW¼SE¼ to the **POINT OF BEGINNING** of said tract.

Said tract contains 527.65 acres of land, more or less.
Bearings are Based on the Wyoming Coordinate System, NAD 1983, East Central Zone.

Tract 2

Township 54 North, Range 84 West, 6th Principal Meridian

SECTION 32: W½W½NE¼

Said tract contains 40 acres of land per GLO/BLM plat.

SURVEYOR'S STATEMENT

I, Ron W. Prestfeldt, do hereby state that this legal description was prepared from notes taken during an actual field survey performed by me or under my direct supervision.



Modification in any way of the above or foregoing legal description terminates liability of surveyor.



LEGAL DESCRIPTION

Exhibit B

Record Owner: Wallop Family Limited Partnership

Re: 30.0' Access Easement

An access easement thirty (30) feet wide, being fifteen (15) feet each side of the following described centerline situated in the W $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 30, Township 54 North, Range 84 West, 6th P.M., Sheridan County, Wyoming; said centerline being more particularly described as follows:

Commencing at the east quarter corner of said Section 30 (Monumented with a 3 $\frac{1}{4}$ " Aluminum Cap per PLS 5394); thence S59°46'34"W, 2985.91 feet to the **POINT OF BEGINNING** of said easement; thence along said centerline through a curve to the left, having a radius of 41.93 feet, a delta of 105°36'21", an arc length of 77.29 feet, a chord bearing of S73°31'03"E and a chord length of 66.80 feet to a point; thence N53°40'47"E, 33.53 feet along said centerline to a point; thence N34°34'10"E, 106.16 feet along said centerline to a point; thence, along said centerline through a curve to the right having a central angle of 17°26'40", a radius of 200.00 feet, an arc length of 60.89 feet, a chord bearing of N43°17'30"E, and a chord length of 60.66 feet to a point; thence, along said centerline through a reverse curve to the left, having a central angle of 37°36'40", a radius of 488.51 feet, an arc length of 320.68 feet, a chord bearing of N33°12'30"E, and a chord distance of 314.95 feet to a point; thence, along said centerline through a reverse curve to the right, having a central angle of 58°25'10", a radius of 175.00 feet, an arc length of 178.43 feet, a chord bearing of N43°36'45"E, and a chord distance of 170.80 feet to a point; thence N72°49'20"E, 181.94 feet along said centerline to a point; thence, along said centerline through a curve to the right having a central angle of 27°18'08", a radius of 300.00 feet, an arc length of 142.95 feet, a chord bearing of N86°28'24"E, and a chord length of 141.61 feet to a point; thence S79°52'32"E, 183.73 feet along said centerline to a point; thence S82°04'27"E, 151.85 feet along said centerline to a point; thence S73°07'16"E, 119.27 feet along said centerline to the **POINT OF TERMINUS** of said easement, said point being S52°56'54"W, 1674.28 feet from said east quarter corner of said Section 30.

Lengthening or shortening the side line of said easement to intersect said boundary lines. Bearings are Based on the Wyoming Coordinate System, NAD 1983, East Central Zone.

SURVEYOR'S STATEMENT

I, Ron W. Prestfeldt, do hereby state that this legal description was prepared from notes taken during an actual field survey performed by me or under my direct supervision.



Modification in any way of the above or foregoing legal description terminates liability of surveyor.

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NO. 2016-725677 CONVEYANCE

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
WILCOX AGENCY
SHERIDAN WY 82801