

**RECORD AND RETURN TO:**

307 Digital  
212 E 22<sup>nd</sup> Street  
Suite 1304  
Cheyenne, WY 82001

APN #: 58861730000533

SPACE ABOVE FOR RECORDER'S USE

**EASEMENT AND ASSIGNMENT AGREEMENT**

**THIS EASEMENT AND ASSIGNMENT AGREEMENT** ("Agreement") dated effective 4/18/25, 2025, ("Effective Date"), by and among **Douglas Richard Masters** and **Stephanie Elaine Masters**, husband and wife, **Martin Todd Masters**, a married person, as his sole and separate property, **Brandon Leonard Masters**, a married person, as his sole and separate property, and **John Todd Masters**, a married person, as his sole and separate property, all of whose mailing address is P.O. Box 383, Dayton, WY 82836 (collectively, "Grantor") and **Virtually 307, LLC**, a Wyoming limited liability company with a mailing address of 212 E 22<sup>nd</sup> Street Ste. 1304, Cheyenne WY 82001 ("Grantee"). All references hereafter to "Grantee" and "Grantor" shall include their respective heirs, successors, personal representatives, lessees, licensees, agents, and assigns (Grantee and Grantor may be individually referred to as a "Party" or collectively as the "Parties").

**RECITALS**

**WHEREAS**, Grantor is the owner of the real property located in the County of Sheridan, State of Wyoming, more particularly described in Exhibit A attached hereto (the "Property"); and

**WHEREAS**, Grantor is a party to certain agreements relating to the Property as more particularly described in Exhibit C attached hereto (the "Current Agreements")

**WHEREAS**, Grantor has agreed to assign Grantee its beneficial rights under the Current Agreements and grant Grantee certain easements, rights and interests with respect to the Property, as more particularly set forth herein.

**NOW, THEREFORE**, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which Grantor does hereby acknowledge and grant Grantee full discharge and acquittance therefor, Grantor and Grantee, intending to be legally bound, hereby agree as follows:

**1. Grant of Easement.** Grantor hereby grants and conveys unto Grantee:

(i) an exclusive easement (the "Site Easement") in, to, under and over that portion of the Property more particularly described on Exhibit B-1 attached hereto; and (ii) a non-exclusive easement in, to, under and over that portion of the Property more particularly described on Exhibit B-2 attached hereto (the "Access and Utility Easements") (the Site Easement and the Access and Utility Easements being collectively referred to herein as the "Easements"). The Easements shall be used for the purposes set forth in Section 4 hereof.

**2. Private Easement.** Nothing in this Agreement shall be deemed to be a dedication of any area for public use. All rights, easements and interest herein created are private and do not constitute a grant for public use and benefit.

**3. Assignment of Current Agreements.** Grantor transfers and assigns to Grantee, as of the Effective Date, any and all of Grantor's beneficial rights, title and interest in, to and under the Current Agreements, including without limitation (i) the absolute right to receive any and all rents, security deposits, and other monies due thereunder and (ii) the right to modify, extend, expand and/or terminate the Current Agreements. Grantor is not assigning and shall continue to comply with all of Grantor's obligations as lessor under the Current Agreements.



4. **Use of Easements.**

- 4.1 **Site Easement.** Grantee shall have the exclusive, unrestricted right to use the Site Easement for installing, constructing, maintaining, operating, modifying, repairing, replacing and removing improvements, equipment, structures, installations and any other property of any kind, which may be located on the Site Easement from time to time (collectively, the "**Facilities**"), for the facilitation of communications or related uses in connection therewith and other uses as deemed appropriate by Grantee, in its sole discretion. Grantee may make any improvements, alterations or modifications on or to the Easements as are deemed appropriate by Grantee, all of which shall be deemed part of the Facilities. The Facilities shall remain the personal property of Grantee and its Customers (as hereinafter defined), as applicable, and Grantor shall possess no right, title or interest therein.
- 4.2 **Access and Utility Easements.** The Access and Utility Easements may be used by Grantee for ingress and egress from and to the Site Easement, as well as the construction, operation, and maintenance of any and all overhead and underground utilities and appurtenant equipment, with the right to construct, reconstruct, improve, add to, enlarge, change, and remove such facilities, and to connect the same to utility lines located in a publicly dedicated right of way. In the event that utilities necessary to serve the Facilities cannot be installed within the Easements, Grantor agrees to cooperate (at no cost to Grantor) with Grantee and to act reasonably and in good faith in granting Grantee or the utility company serving the property the right to locate such utilities on the Property, Grantor's consent not to be unreasonably withheld, conditioned or delayed.
- 4.3 **General Provisions.** Subject to the Current Agreements, Grantor shall provide to Grantee the quiet enjoyment and use of the Easements. Grantee shall have the exclusive, unrestricted right to lease, sublease, license, transfer, assign or encumber, in whole or in part, or grant the use of the Easements and/or Grantee's rights under this Agreement to: (i) any lessee, sublessee or licensee under the Current Agreements, (ii) communication service providers or tower owners or operators, (iii) the affiliates, subsidiaries, parents and successors of Grantee, and (iv) holders of security interests (collectively, including successors and assigns, "**Customers**"). Grantee and its Customers shall have the right to enter and access the Easements at any time, twenty-four (24) hours a day, seven (7) days a week, without prior notice to Grantor. The Parties agree that the Easements include, without limitation, both the portion of the Property leased by Grantor under the Current Agreements, and the portion of the Property upon which any Facilities are located on the Effective Date.
5. **Duration.** This Agreement and the Easements shall commence on the Effective Date and remain in effect for a term of Ninety-Nine (99) years. Notwithstanding the foregoing, in the event Grantee and its Customers cease any and all use of the Easements for a period of more than five (5) consecutive years (for reasons other than casualty or force majeure), the Easement shall be deemed abandoned. Grantee may surrender the Easements upon 30 days' notice to Grantor, whereupon both parties shall execute and record such documents reasonably necessary to terminate the Easements. Grantor may not terminate this Agreement.
6. **Agent.** Upon request by Grantee and at Grantee's sole cost and expense but without additional consideration owed to Grantor, and upon the consent of the Grantor, which consent shall not be unreasonably withheld, Grantor hereby shall promptly execute and return to Grantee building permits, zoning applications and other forms and documents, including appeals related to the value of the Easements, as required for the use of the Easements by Grantee and/or Grantee's Customers. If Grantor does not respond to Grantee's written request to execute such documents related to the permitted use of the Easements contemplated under this Agreement within thirty (30) days of Grantor's certificated receipt of such request, Grantor hereby appoints Grantee as Grantor's attorney-in-fact, with full power of substitution, for the limited purpose of preparing, executing, delivering, and submitting any such documents that are directly related to Grantee's permitted use of the Easements, on behalf of Grantor, to federal, state and local governmental authorities.
7. **Taxes.** Upon the termination of the Current Agreements, Grantee shall thereafter pay all taxes directly attributable to the Facilities as evidenced by an applicable tax bill invoiced to Grantee. Grantor shall be solely responsible for and shall pay all other taxes, assessments, and obligations that are or may become liens against the Property (the "**Taxes**"), on or before the due date. If Grantor fails to pay any Taxes when due, Grantee shall have the right, but not the obligation, to pay such Taxes, and Grantor shall reimburse Grantee within five (5) business days of receiving an invoice from Grantee.
8. **Property Maintenance.** During the term of the Current Agreements, and any extension thereof, maintenance of the Easements shall be the responsibility of tenants under the Current Agreements, and Grantee shall not be responsible for any tenant default nor obligated to cure or seek remedy for such default. Following any termination of the Current Agreements, Grantee shall be responsible for maintaining the Site Easement. Grantor agrees that it shall be solely responsible for maintaining the Property outside the Easements.
9. **Exclusive Use; Interference.** Except for Grantee's use or the use of any Customers or third parties with Grantee's permission or as permitted by the Current Agreements, no portion of the Property or any property owned by Grantor



or any reasonably related party within a one (1) mile radius of the Property shall be used for communications towers, broadcast facilities, fiber optic backhaul services and/or wireless data transmissions without Grantee's prior written consent, which may be withheld in Grantee's sole discretion. Grantor shall not install or permit to be installed any structure or equipment that causes measurable interference to Grantee's or its Customers' equipment, or permit any use of the Property that materially interferes with Grantee's or its Customers' operations. The parties acknowledge there will not be an adequate remedy at law for non-compliance with this paragraph and therefore, Grantee shall have the right to specifically enforce these provisions in a court of competent jurisdiction.

10. **Representations and Warranties.** Grantor represents, warrants and agrees that: (a) it is the legal owner of indefeasible and marketable title to the Property with the right, power and authority to enter into this Agreement and to grant the Easements to Grantee, and that Grantee shall peaceably hold and enjoy the Easements without interference, hindrance, or obstruction by any party whatsoever; (b) Grantor will comply with all governmental laws, rules, and regulations applicable to the Property; (c) Grantor has delivered to Grantee true, correct and complete copies of the Current Agreements, and, to Grantor's best knowledge, no party is in default of any of their respective obligations under the Current Agreements; (d) Grantor shall not subdivide nor cause to be separately subdivided or assessed by any governmental authority the area comprising the Easements; (e) Grantor shall not create, grant or permit any claim, lien, liability, encumbrance, or restriction on title to the Easements that would adversely affect Grantee's use and enjoyment of the Easements, or the rights granted under this Agreement; (f) there are no rights of first refusal, options to purchase, or restrictions on assignment affecting the Property or under the Current Agreements; (g) there is no pending nor threatened litigation, zoning, or land use proceedings that would restrict or impair Grantee's intended use of the Property or Easements; (h) Grantor has no past or current claims for utilities, taxes or other charges against tenants under the Current Agreements, and Grantor hereby waives all claims against said tenants and Grantee for reimbursement of any future charges or expenses paid by Grantor on behalf of Grantee or said tenants unless Grantor forwards evidence of the charge or expense and payment thereof for reimbursement within sixty (60) days of the date incurred; (i) as of the Effective Date, Grantor shall not, without the prior written consent of Grantee, amend or modify the Current Agreements in any respect or exercise any rights granted by Grantor to Grantee under this Agreement, including, without limitation, any and all rights and remedies of Grantor under the Current Agreements; (j) notwithstanding anything to the contrary in this Agreement, Grantor shall comply with all obligations of lessor under the Current Agreements, which relate to use, ownership, and operation of the Property; and (k) Grantor shall not use nor permit its affiliates, licensees, invitees or agents to use any portion of the Property or any other property owned or controlled by Grantor, either directly, indirectly or by action or inaction, in a manner which in any way could result in default of the Current Agreements or otherwise interfere with the operations of Grantee and/or any Customers
11. **Environmental Covenants and Indemnity.** Neither Grantor nor Grantee will introduce or use any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation ("Hazardous Materials") on, under or about the Property or the Easements in violation of any applicable law or regulation. Grantor and Grantee shall each indemnify, defend and hold the other Party harmless from and against any and all losses, costs, claims, enforcement actions and expenses, including reasonable attorneys' fees, arising out of the presence of Hazardous Materials upon or affecting the Property or the Easement and caused by the indemnifying Party. The foregoing indemnity shall survive any termination of this Agreement.
12. **General Indemnity.** Grantor and Grantee shall each indemnify, defend and hold the other Party harmless from and against any and all losses, costs, claims and expenses, including reasonable attorneys' fees, arising out of (i) the breach of any representation, warranty or covenant of such indemnifying Party set forth herein, or (ii) the use and/or occupancy of the Property or the Easement by the indemnifying Party, except to the extent arising from the negligence or intentional misconduct of the indemnified Party. The foregoing indemnity shall survive any termination of this Agreement.
13. **Secured Parties; Default.** Grantee may assign, mortgage, or grant security interests in this Agreement and the Easements to any assignees, mortgagees, or holders of security interests, including their successors and assigns (each, a "Secured Party"). Grantor consents to Grantee granting liens, security interests and mortgages in Grantee's interest in the Easements and all of Grantee's personal property and fixtures attached to the Property, and furthermore consents to Secured Party's exercise of foreclosure rights. Grantor shall notify Grantee of any breach, default, or claim of abandonment within fifteen (15) days after occurrence at the provided notice address, and if Grantee has given notice to Grantor of the existence of any Secured Party, Grantor shall also notify such Secured Party at its provided notice address. No default shall be deemed to have occurred unless such notice is given to the required parties. The Secured Party shall have ninety (90) days from receipt of notice to cure any default, whether for failure to pay amounts due or failure to perform, with such cure having the same effect as if performed by Grantee. Such cure period shall be reasonably extended for additional time if cure is commenced within such period and diligently pursued in good faith. For any default of Grantee hereunder, Grantor's sole and exclusive remedy shall be specific



performance or damages, and Grantor expressly waives any other remedies available at law or in equity. Any and all damages for which Grantor may be compensated shall be limited to the actual damages of Grantor and Grantee's liability shall be limited to its interest in the Property. In the event that any dispute or claim arises that could impair the use or possession of the Facilities by Grantee or its Customers, Grantee shall have the right to seek injunctive relief, without the necessity of posting a bond.

14. **Estoppel.** At any time during the term hereof, each party may request from the other a certificate certifying: (i) this Agreement's current status and any modifications; (ii) any known defaults by the requesting party, specifying each such default; (iii) absence of amounts due to the responding party; and (iv) other reasonably requested information (the "Estoppel Certificate"). The responding party shall deliver the Estoppel Certificate within fifteen (15) days of request. Unless disputed by written notice to the requesting party specifying the nature and circumstances of such dispute within ten (10) days of receipt, all matters in the Estoppel Certificate shall be deemed true and correct, binding on the Parties, Secured Party and any party designated by the requesting party.
15. **Condemnation.** If all or part of the Easements are condemned, Grantee shall be entitled to claim and receive from the condemning authority: (i) the value of the condemned portion of the Property containing the Easements, (ii) business dislocation expenses, and (iii) any other compensation or awards to which Grantee may be legally entitled.
16. **Notices.** Any notice, request, demand or other communication under this Agreement must be made in writing and will be considered delivered: (i) one (1) business day after posting with a national overnight delivery service, or (ii) upon receipt or after ten (10) days from deposit in the mail, whichever occurs first, when sent by registered or certified mail with return receipt requested, to the Parties' addresses shown on the signature pages. A Party may designate a different address for notices by providing written notice in accordance with this section.
17. **Miscellaneous.**
  - 17.1 **Entire Agreement.** This Agreement, including all attached Exhibits, represents the complete understanding between Grantor and Grantee regarding the subject matter hereof, and replaces and supersedes all prior oral and written agreements, proposals, and communications between the Parties. Any amendments to this Agreement must be in writing and executed by both parties.
  - 17.2 **Governing Law.** This Agreement shall be governed by the laws of the state in which the Property is located.
  - 17.3 **Severability.** If any provision of this Agreement is found unenforceable, it shall be severed from this Agreement without affecting the validity of the remaining provisions. The Agreement shall continue in full force and effect, and shall be modified to the fullest extent allowed by law to preserve the parties' original intent as expressed in this Agreement.
  - 17.4 **Survey.** Grantee may elect, at Grantee's expense, to cause a boundary, as-built or similar survey of all or any portion of the Easement Areas (the "Survey") to be prepared by a surveyor duly licensed under the laws of the state in which the Premises is located. Grantor further agrees that Grantee may elect, in Grantee's sole discretion, to replace Exhibits B-1 and Exhibits B-2 depicting and/or describing the Site Easement and Access and Utility Easements, as applicable, in accordance with the Survey prepared at Grantee's election.
  - 17.5 **Runs with the Land; Successors Bound.** This Agreement shall run with the land so as to be binding on and inure to the benefit of the parties hereto and their respective heirs, successors, personal representatives, lessees, licensees, agents, and assigns. Should Grantor sell or otherwise convey all or any part of the Property, such sale or conveyance shall be under and subject to the terms contained in this Agreement and Grantee's rights hereunder. Notwithstanding the foregoing, this Agreement and the Easement are for the benefit of Grantee and its successors and assigns, rather than for the benefit of any other tract of land, and may be assigned freely, in whole or in part, by Grantee and its successors and assigns.
  - 17.6 **Further Acts.** Grantor shall cooperate with Grantee in executing any documents necessary to protect Grantee's rights under this Agreement or Grantee's use of the Easements and to take such action as Grantee may reasonably require to effect the intent of this Agreement.
  - 17.7 **Captions.** The captions and headings in this Agreement are provided solely for reference purposes and shall not affect the meaning, interpretation, or enforcement of any provisions hereof.
  - 17.8 **Arms-Length.** This Agreement has been negotiated at arm's-length, and any ambiguous terms or provisions shall be construed according to the Parties' mutual intent rather than strictly for or against either Grantor or Grantee. Grantor acknowledges that Grantee has not provided any legal or tax advice to Grantor in connection with the execution of this Agreement.
  - 17.9 **Counterparts.** This Agreement may be executed in separate counterparts with each counterpart deemed an original and all of which together shall constitute a single agreement.





**2025-798579** 4/18/2025 12:13 PM PAGE: 5 OF 15  
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17.10 Recording. Any Party, at its own expense, may record this Agreement upon the full execution hereof. Upon the request of Grantee, Grantor shall execute a memorandum of this Agreement and such plats or surveys as deemed reasonably necessary for recordation in the public records of the County in which the Property is located.

Attachments:

Exhibit A –Property

Exhibit B-1 – Site Easement

Exhibit B-2 – Access and Utility Easements

Exhibit C – Current Agreements

[SIGNATURE PAGES TO FOLLOW]

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

WITNESSES:

M. H. H. H.  
Print Name: Makenzie Hec  
B. T. K.  
Print Name: Brian T. Kunnison

"GRANTOR":

DOUGLAS RICHARD MASTERS and STEPHANIE  
ELAINE MASTERS, husband and wife

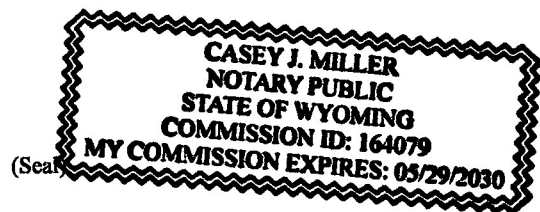
By: [Signature]  
Print Name: Douglas Richard Masters

By: [Signature]  
Print Name: Stephanie Elaine Masters

Address: P.O. Box 383  
City: Dayton  
State: Wyoming  
Zip: 82836

STATE OF Wyoming  
COUNTY OF Sheridan

This instrument entitled Easement and Assignment Agreement was acknowledged before me on this 18th day of April, 2025, by Douglas Richard Masters and Stephanie Elaine Masters.



[Signature]  
Signature of Notarial Officer  
notary public  
Title (e.g. Notary Public OR Rank (Rank if officer in active military))

My commission expires: 5/29/2030



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

WITNESSES:

Print Name: Cloie Goss

Print Name: Nakena Heck

"GRANTOR":

MARTIN TODD MASTERS, a married person, as his  
sole and separate property

By: Martin Todd Masters

Print Name: Martin Todd Masters

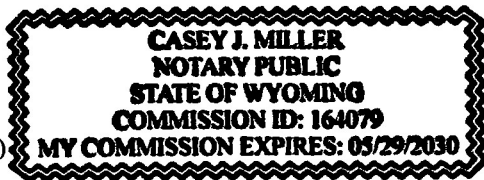
Address: P.O. Box 383  
City: Dayton  
State: Wyoming  
Zip: 82836

STATE OF Wyoming

COUNTY OF Sheridan

This instrument entitled Easement and Assignment Agreement was acknowledged before me on this 17th day of  
April, 2025, by Martin Todd Masters.

(Seal)



Casey J. Miller

Signature of Notarial Officer

notary public

Title (e.g. Notary Public) OR Rank (Rank if officer in active military)

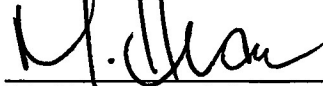
My commission expires: 5/29/2030



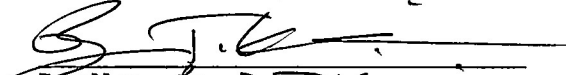
2025-798579 4/18/2025 12:13 PM PAGE: 8 OF 15  
FEES: \$54.00 IH EASEMENT  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

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

WITNESSES:



Print Name: Makenzi Heck

  
Print Name: Brian T. Kinnison

"GRANTOR":

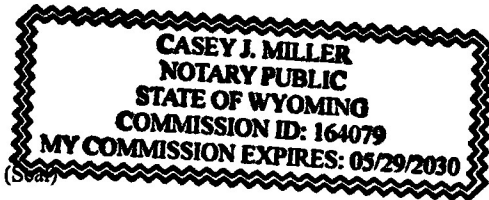
BRANDON LEONARD MASTERS, a married person,  
as his sole and separate property

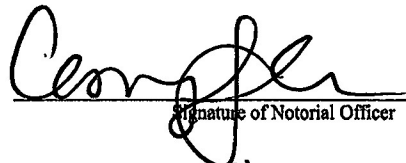
By Amy Masters, as Attorney-in-Fact  
Print Name: Amy Masters, as Attorney-in-Fact for Brandon Leonard Masters

Address: P.O. Box 383  
City: Dayton  
State: Wyoming  
Zip: 82836

STATE OF Wyoming  
COUNTY OF Sheridan

This instrument entitled Easement and Assignment Agreement was acknowledged before me on this 17<sup>th</sup> day of  
April, 2025 by Amy Masters, as attorney-in-fact for Brandon Leonard Masters.



  
Signature of Notarial Officer  
notary public  
Title (e.g. Notary Public) OR Rank (Rank if officer in active military)

My commission expires: 5/29/2030



2025-798579 4/18/2025 12:13 PM PAGE: 9 OF 15  
FEES: \$54.00 IH EASEMENT  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

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

WITNESSES:

[Signature]  
Print Name: Makenzie Heck

[Signature]  
Print Name: Brian T. Knudson

"GRANTOR":

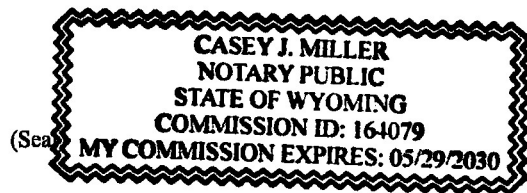
JOHN TODD MASTERS, a married person, as his sole and separate property

By: [Signature]  
Print Name: John Todd Masters

Address: P.O. Box 383  
City: Dayton  
State: Wyoming  
Zip: 82836

STATE OF Wyoming  
COUNTY OF Sheridan

This instrument entitled Easement and Assignment Agreement was acknowledged before me on this 18<sup>th</sup> day of April, 2025, by John Todd Masters.



[Signature]  
Signature of Notarial Officer

notary public  
Title (e.g. Notary Public) OR Rank (Rank if officer in active military)

My commission expires: 5/29/2030

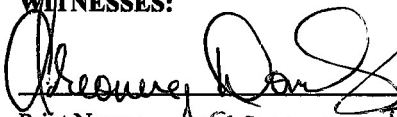


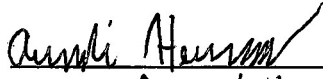


2025-798579 4/18/2025 12:13 PM PAGE: 10 OF 15  
FEES: \$54.00 IH EASEMENT  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

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

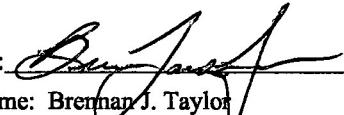
WITNESSES:

  
Print Name: Araceli Hernandez

  
Print Name: Araceli Hernandez

"GRANTEE":

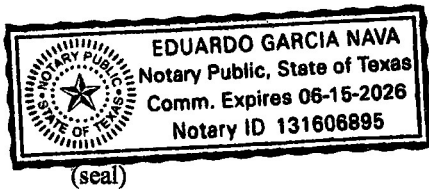
VIRTUALLY 307, LLC  
a Wyoming limited liability company

By:   
Name: Brennan J. Taylor  
Title: Authorized Representative  
Address: 212 E 22<sup>nd</sup> Street Ste. 1304  
City: Cheyenne  
State: WY  
Zip: 82001

STATE OF TEXAS )  
COUNTY OF Dallas ) SS:

Before me, a Notary Public in and for said County and State, on this day personally appeared Brennan J. Taylor, known to me (or proved to me on the oath of \_\_\_\_\_ or through Texas Driver License), to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the entity upon which he acted executed the instrument for the purposes and consideration therein expressed.

Given under my hand and seal of office this 16<sup>th</sup> day of April, 2025.



  
Notary Public - Signature

Eduardo Garcia Nava  
Notary Public - Printed

My Commission Expires: 06/15/2026

My County of Residence: Dallas



**2025-798579** 4/18/2025 12:13 PM PAGE: 11 OF 15  
FEES: \$54.00 IH EASEMENT  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

Township 58 North, Range 86 West, 6<sup>th</sup> P.M., Sheridan County, Wyoming.

Section 17: Lots 1, 2, 3 And 4

Section 18: Lot 1

Section 20: N $\frac{1}{2}$ N $\frac{1}{2}$

Section 21: NW $\frac{1}{4}$ NW  $\frac{1}{4}$ , NE $\frac{1}{4}$ NE $\frac{1}{4}$ , S $\frac{1}{2}$ N $\frac{1}{2}$ , N $\frac{1}{2}$ S $\frac{1}{2}$ , S $\frac{1}{2}$ SW $\frac{1}{4}$

EXCEPTING THEREFROM that certain parcel of land conveyed to Anthony Trangmoe and Nancy J. Trangmoe in a Warranty Deed recorded May 13, 2004 in Book 453, Page 238.



**2025-798579** 4/18/2025 12:13 PM PAGE: 12 OF 15  
FEES: \$54.00 IH EASEMENT  
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**EXHIBIT B-1**

**SITE EASEMENT**

The premises demised under the Current Agreements and the areas where any existing communications equipment is located as of the Effective Date. The Site Easement being more fully described as follows:

A tract of land situated in the W $\frac{1}{2}$ NW $\frac{1}{4}$  of Section 21, Township 58 North, Range 86 West, 6th P.M., Sheridan County, Wyoming; said tract of land being more particularly described as follows:

Commencing at the northwest corner of said Section 20 (Monumented with a 3" Aluminum Cap per PE&LS 3159); thence N77°36'44"W, 6281.77 feet to the **POINT OF BEGINNING** of said lease area; thence S58°07'26"E, 200.00 feet to a point; thence N31°52'34"E, 200.00 feet to a point; thence N58°07'26"W, 200.00 feet to a point; thence S31°52'34"W, 29.96 feet to a point, said point lying on the centerline of the access easement; thence, continue, S31°52'34"W, 170.04 feet to the **POINT OF BEGINNING** of said lease area.

Said tract contains 40,000 square feet or 0.92 acres of land, more or less.

Bearings are Based on the Wyoming Coordinate System, NAD 1983, East Central Zone.

**EXHIBIT B-2**

**ACCESS AND UTILITY EASEMENTS**

All existing utility and access easements or historically utilized corridors from the Site Easement to a public right of way demised under the Current Agreements.

Such access and utility easement being more fully described as follows:

An access and utility easement being thirty (30.0) feet wide, fifteen (15.0) feet each side of the following described centerline situated in Lot 2, Lot 3, & Lot 4 of Section 17, Lot 1 of Section 18, N½NE¼ of Section 20, and the NW¼NW¼ of Section 21, Township 58 North, Range 86 West, 6th P.M., Sheridan County, Wyoming; said centerline being more particularly described as follows:

Commencing at the southeast corner of Section 18 (monumented with a 3" Aluminum Cap per PE&LS3159); thence N66°27'10"W, 1433.99 feet to the POINT OF BEGINNING of said easement, said point lying on the east right-of-way line of Barker Road; thence N80°54'05"E, 96.87 feet along the centerline of an access easement to a point; thence along said centerline through a non-tangent curve to the right, having a central angle of 13°02'46", a radius of 125.00 feet, an arc length of 28.46 feet, a chord bearing of N64°26'06"E, and a chord length of 28.40 feet to a point; thence N70°57'29"E, 52.04 feet along said centerline to a point; thence along said centerline through a tangent curve to the right, having a central angle of 30°49'39", a radius of 175.00 feet, an arc length of 94.16 feet, a chord bearing of N86°22'18"E, and a chord length of 93.03 feet to a point; thence S78°12'52"E, 229.54 feet along said centerline to a point; thence along said centerline through a tangent curve to the right, having a central angle of 11°47'08", a radius of 200.00 feet, an arc length of 41.14 feet, a chord bearing of S72°19'19"E, and a chord length of 41.07 feet to a point; thence S66°25'45"E, 94.18 feet along said centerline to a point; thence along said centerline through a non-tangent curve to the left, having a central angle of 24°17'46", a radius of 150.00 feet, an arc length of 63.61 feet, a chord bearing of S78°34'38"E, and a chord length of 63.13 feet to a point; thence N89°16'29"E, 57.92 feet along said centerline to a point; thence along said centerline through a tangent curve to the right, having a central angle of 16°59'15", a radius of 450.00 feet, an arc length of 133.42 feet, a chord bearing of S82°13'53"E, and a chord length of 132.93 feet to a point; thence S73°44'16"E, 229.94 feet along said centerline to a point; thence along said centerline through a tangent curve to the left, having a central angle of 54°39'45", a radius of 250.00 feet, an arc length of 238.51 feet, a chord bearing of N78°55'52"E, and a chord length of 229.57 feet to a point; thence N51°35'59"E, 170.52 feet along said centerline to a point; thence along said centerline through a tangent curve to the right, having a central angle of 91°07'41", a radius of 105.00 feet, an arc length of 167.00 feet, a chord bearing of S82°50'10"E, and a chord length of 149.95 feet to a point; thence S37°16'20"E, 27.48 feet along said centerline to a point; thence along said centerline through a tangent curve to the left, having a central angle of 59°42'16", a radius of 225.00 feet, an arc length of 234.46 feet, a chord bearing of S67°07'28"E, and a chord length of 223.99 feet to a point; thence N83°01'24"E, 153.87 feet along said centerline to a point; thence along said centerline through a tangent curve to the right, having a central angle of 27°19'12", a radius of 215.00 feet, an arc length of 102.52 feet, a chord bearing of S83°19'00"E, and a chord length of 101.55 feet to a point; thence S69°39'24"E, 77.18 feet along said centerline to a point; thence S89°00'44"E, 80.09 feet along said centerline to a point; thence along said centerline through a tangent curve to the left, having a central angle of 40°21'22", a radius of 100.00 feet, an arc length of 70.43 feet, a chord bearing of N70°48'35"E, and a chord length of 68.99 feet to a point; thence N50°37'54"E, 89.40 feet along said centerline to a point; thence along said centerline through a tangent curve to the right, having a central angle of 93°08'40", a radius of 92.50 feet, an arc length of 150.38 feet, a chord bearing of S82°47'46"E, and a chord length of 134.35 feet to a point; thence S36°13'25"E, 144.76 feet along said centerline to a point; thence along said centerline through a tangent curve to the left, having a central angle of 35°14'46", a radius of 175.00 feet, an arc length of 107.65 feet, a chord bearing of S53°50'48"E, and a chord length of 105.96 feet to a point; thence S70°53'35"E, 149.73 feet along said centerline to a point; thence along said centerline through a non-tangent curve to the left, having a central angle of 05°54'07", a radius of 5254.74 feet, an arc length of 541.28 feet, a chord bearing of S78°17'14"E, and a chord length of 541.04 feet to a point; thence S75°04'45"E, 178.15 feet along said centerline to a point; thence along said centerline through a non-tangent curve to the left, having a central angle of 24°18'34", a radius of 510.60 feet, an arc length of 216.64 feet, a chord bearing of S81°41'39"E, and a chord length of 215.02 feet to a point; thence N86°09'25"E, 135.46 feet along said centerline to a point; thence along said centerline through a non-tangent curve to the left, having a central angle of 48°15'24", a radius of 219.34 feet, an arc length of 184.74 feet, a chord bearing of N70°58'08"E, and a chord length of 179.33 feet to a point; thence along said centerline through a non-tangent curve to the left, having a central angle of 31°57'33", a radius of 102.40 feet, an arc



length of 57.12 feet, a chord bearing of N20°18'32"E, and a chord length of 56.38 feet to a point; thence N04°19'45"E, 91.89 feet along said centerline to a point; thence along said centerline through a tangent curve to the right, having a central angle of 62°15'35", a radius of 120.00 feet, an arc length of 130.40 feet, a chord bearing of N35°27'33"E, and a chord length of 124.08 feet to a point; thence N66°35'20"E, 169.67 feet along said centerline to a point; thence along said centerline through a tangent curve to the right, having a central angle of 69°45'00", a radius of 120.00 feet, an arc length of 146.08 feet, a chord bearing of N78°32'10"W, and a chord length of 137.23 feet to a point; thence S43°39'40"E, 168.69 feet along said centerline to a point; thence along said centerline through a tangent curve to the left, having a central angle of 24°01'39", a radius of 250.00 feet, an arc length of 104.84 feet, a chord bearing of S55°40'30"E, and a chord length of 104.07 feet to a point; thence S67°41'19"E, 120.06 feet along said centerline to a point; thence S60°22'11"E, 121.93 feet along said centerline to a point; thence along said centerline through a tangent curve to the left, having a central angle of 16°09'12", a radius of 400.00 feet, an arc length of 112.77 feet, a chord bearing of S68°26'47"E, and a chord length of 112.40 feet to a point; thence S76°31'23"E, 138.20 feet along said centerline to a point; thence along said centerline through a tangent curve to the right, having a central angle of 23°24'17", a radius of 450.00 feet, an arc length of 183.82 feet, a chord bearing of S64°49'14"E, and a chord length of 182.54 feet to a point; thence S53°07'06"E, 117.88 feet along said centerline to a point; thence along said centerline through a tangent curve to the left, having a central angle of 36°05'25", a radius of 235.00 feet, an arc length of 148.03 feet, a chord bearing of S71°09'49"E, and a chord length of 145.59 feet to a point; thence S89°12'31"E, 93.72 feet along said centerline to a point; thence S83°47'01"E, 334.84 feet along said centerline to a point; thence S68°18'38"E, 134.10 feet along said centerline to a point; thence S88°18'03"E, 123.99 feet along said centerline to a point; thence along said centerline through a tangent curve to the right, having a central angle of 19°02'23", a radius of 250.00 feet, an arc length of 83.08 feet, a chord bearing of S78°46'52"E, and a chord length of 82.69 feet to a point; thence S69°15'40"E, 145.86 feet along said centerline to a point; thence along said centerline through a tangent curve to the right, having a central angle of 17°27'36", a radius of 950.00 feet, an arc length of 289.50 feet, a chord bearing of S60°31'52"E, and a chord length of 288.38 feet to a point; thence S51°48'04"E, 446.49 feet along said centerline to a point; thence S62°16'43"E, 148.71 feet along said centerline to a point; thence S44°32'14"E, 207.33 feet along said centerline to a point; thence S52°37'26"E, 330.65 feet along said centerline to a point; thence S24°07'09"E, 95.81 feet along said centerline to the POINT OF TERMINUS of said easement, said point being S79°03'39"E, 6340.52 feet from the southeast corner of said Section 18. Lengthening or shortening the side lines of said easement to intersect said boundary lines.

Said access and utility easement contains 5.91 acres of land, more or less.

ALSO,

An access and utility easement thirty (30.0) feet wide, being fifteen (15.0) feet, each side of the following described centerline situated in the NW $\frac{1}{4}$ NW $\frac{1}{4}$ , of Section 21, Township 58 North, Range 86 West, 6th P.M., Sheridan County, Wyoming; said centerline being more particularly described as follows:

Commencing at the southeast corner of Section 18 (monumented with a 3" Aluminum Cap per PE&LS3159); thence S79°39'36"E, 6294.69 feet to the POINT OF BEGINNING of said easement, said point lying on the access easement; thence S58°07'26"E, 266.65 feet along said utility easement centerline to the POINT OF TERMINUS of said easement, said point being S79°03'39"E, 6340.52 feet from the southeast corner of said Section 18. Lengthening or shortening the side lines of said easement to intersect said boundary lines.

Said access and utility easement contains 8,000 square feet of land, more or less.

Bearings are Based on the Wyoming Coordinate System, NAD 1983, East Central Zone.





**2025-798579** 4/18/2025 12:13 PM PAGE: 15 OF 15  
FEES: \$54.00 IH EASEMENT  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

**EXHIBIT C**  
**CURRENT AGREEMENTS**

*Grantee may replace this Exhibit C if information becomes available to Grantee which more accurately describe the agreement(s) listed below, and upon delivery to Grantor, such revised Exhibit C shall be deemed to be the final agreement between the Parties with respect to this Exhibit.*

1. That certain Lease Agreement dated June 21, 1995, by and between Richard T. Masters and Jean L. Masters, husband and wife, as lessor, and Wyoming 2 – Sheridan Limited Partnership, as lessee, recorded with the office of the Sheridan County Clerk at Book 375, Page 197, No. 205992; as amended by that First Amendment to Lease dated June 21, 1996, by and between Douglas Richard Masters and Stephanie Elaine Masters, husband and wife, and Martin Todd Masters and Thea V. Masters, husband and wife, as lessor, and Wyoming 2 – Sheridan Limited Partnership, as lessee.

**NO. 2025-798579 EASEMENT**  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK  
WILCOX AGENCY  
SHERIDAN WY 82801