



EXTENDED TRAIL EASEMENT AGREEMENT

This Extended Trail Easement Agreement is made to extend that *Trail Easement Agreement* recorded as Document No. 2020-762907 on October 15, 2020, on the same terms and conditions, and is hereby made by Sheridan Heights Ranch, LLC ("Owner") whose address is 1470 Sugarland Drive, Suite 1, Sheridan, WY 82801 and the Sheridan County Board of County Commissioners ("Holder") whose address is 224 South Main Street, Suite B1, Sheridan, WY 82801.

The Parties agree as follows:

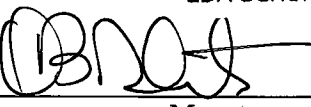
1. **Grant of Easement.** Owner grants Holder a perpetual trail easement on the terms and conditions set out in this Agreement over and across the property situate in Sheridan County, Wyoming ("Easement Area") and more fully described in Exhibit "A", which is an extension of the Trail Easement Agreement recorded as Document No. 2020-762907.
2. **Use of Easement.** Holder may use the Easement Area only for the following purposes:
 - a. Holder may use the Easement Area only for the construction, operation, installation, maintenance, repair and replacement of (i) a public trail not to exceed 20 feet in width and (ii) signs to mark the trail.
 - b. The Easement Area may be used by the general public only for walking, hiking, jogging, bicycling, cross country skiing, bird watching, dog walking, and horseback riding.
3. **Restrictions on Use.** Use of the Easement Area by Holder or the general public with the consent of Holder shall be subject to the following restrictions:
 - a. No motor vehicles of any kind shall be permitted on the Easement Area except the following: (i) power-driven mobility devices for use by persons who have mobility impairments, (ii) vehicles authorized by the Holder required for periodic patrol, inspection, and necessary construction, maintenance and repair of the trail, and (iii) emergency vehicles in case of emergency.
 - b. Dogs are required to be on-leash when livestock or wildlife are present.
 - c. No trash or debris shall be deposited or left on the Easement Area.
 - d. No firearms or fireworks shall be discharged.
 - e. No person on the Easement Area may be in possession of alcohol or any illegal substance.
 - f. No paving material such as asphalt or concrete shall be placed on the Easement Area.
 - g. No charge shall be made for use of the trail.
 - h. No fences, gates, bridges, culverts or improvements, except the trail itself and signage, will be installed or constructed on the Easement Area without the prior written consent of Owner, and, if any such improvements are constructed on the property, they will be kept in good order and repair by Holder.
4. **Holder's Obligations.** Holder shall have the following obligations:
 - a. Holder shall keep the Easement Area and the trail clean and in good order and repair and free of trash and garbage subject to budgeted resources.
 - b. Holder will promptly restore and reclaim to its original condition all areas within the Easement Area disturbed by construction or maintenance of the trail which are not occupied by the trail.
 - c. To the maximum extent permitted by law, Holder will indemnify, defend, and hold harmless Owner and Owner's members, managers, agents and employees from any and all claims arising out of the use of the Easement Area and trail by any person except claims by Owner's members, managers, agents and employees.
 - d. At the points the trail enters Owner's land, Holder will place signs on the trail advising the public of the restrictions on the use of the trail and the Easement Area.




5. **Owner's Reserved Rights.** Owner reserves the following rights:
 - a. Owner reserves the right to make any use of the Easement Area which does not materially and substantially interfere with the use of the Easement Area as a trail for the general public. These reserved rights include, without limitation, the right to pasture cattle in and adjacent to the Easement area, and neither Owner nor Owner's lessee shall have any liability for damage done by livestock to the trail or improvements constructed by Holder on the Easement Area.
 - b. Owner may at its expense relocate the easement area and trail at any time upon giving at least 30 days prior written notice to Holder; provided, however, Owner will not close the existing trail for relocation purposes until the relocated trail is ready for use. If Owner exercises its right to relocate the easement area and trail, Owner will provide a survey of the relocated easement. The parties will then execute and record with the County Clerk of Sheridan County, Wyoming an amendment to this agreement that amends the description of the lands subject to this easement to conform to the description of the relocated easement.
 - c. Owner may close the Easement Area and trail to public access during calving season for a maximum of sixty (60) days each year.
6. **Acceptance of Easement Area.** Holder accepts the Easement Area "AS IS, WHERE IS." This easement is granted by Owner and accepted by Holder without any warranties from Owner.
7. **Assignment.** Holder may not assign, transfer or convey this easement without the prior written consent of Owner, which consent Owner may grant or withhold in Owner's sole discretion.
8. **Termination of Easement.** If Holder fails to comply with Holder's obligations under Section 4, of this Agreement, then Owner will give Holder written notice of default under this Agreement. If the default is not cured or in the process of being cured within thirty (30) days after the written notice is given by the Owner, then Owner may terminate this easement and may also exercise any other legal remedies available to Owner. If the Easement Area is used in violation of the terms of Sections 2 and 3 of this Agreement, then Owner will give Holder written notice of such unauthorized use. If more than two (2) violations of Sections 2 or 3 occur in any six (6) month period immediately following such notice, Owner, in addition to any other available legal remedies, may terminate this easement. In the event of termination of this easement, Holder will upon written request from Owner record in the Office of the County Clerk of Sheridan County, Wyoming a release of this easement and, unless otherwise directed by Owner, restore and reclaim the property to the condition it was in prior to the grant of this easement.
9. **Notices.** Any notices under this Agreement must be in writing and shall be deemed to have been duly given upon (a) receipt if delivered personally or by messenger, private courier or telecopier or (b) as of the third business day after mailing by United States certified mail, postage prepaid, addressed to the party at the address set out in this Agreement.
10. **Amendments.** This Agreement may be amended only by a document in writing signed by both parties.
11. **Entire Agreement.** This document contains the entire Agreement of the parties relating to the subject matter of this Agreement.

Dated this 4TH day of DECEMBER, 2024

Sheridan Heights Ranch, LLC

By: 
Manager

Sheridan County Board of County Commissioners


By: 
Chairman

Attested

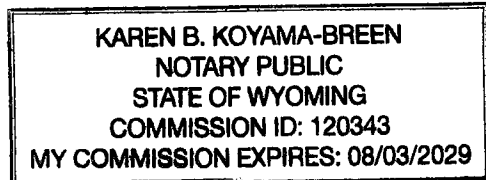

County Clerk

STATE OF WYOMING
COUNTY OF SHERIDAN

This instrument was acknowledged before me this 2nd day of December, 2024 by
Donald B. Roberts, Manager of Sheridan Heights Ranch, LLC. Witness my hand and official seal.

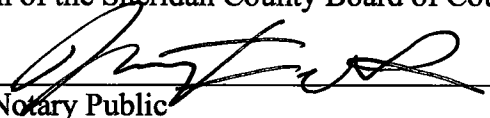

Notary Public

My commission expires: August 3, 2029

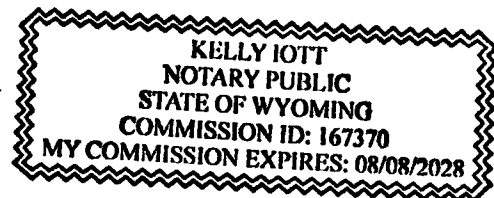


STATE OF WYOMING
COUNTY OF SHERIDAN

This instrument was acknowledged before me this 4th day of December, 2024 by
Nick Siddle, chairman of the Sheridan County Board of County
Commissioners. Witness my hand and official seal.


Notary Public

My commission expires: 8/8/28



LEGAL DESCRIPTION EXHIBIT "A"

December 4, 2024

Record Owner: Sheridan Heights Ranch, LLC

Re: Extension of a 20.0' Trail Easements to the Sheridan County Board of County Commissioners, and or any of their respective successors and assigns.

Extension of Easement 4A (Kendrick Restroom Trail)

Easement 4A is shown on Record of Survey, Recorded in Plat **Book "A", Page "603"**.

A trail easement twenty (20) feet wide, being ten (10) feet, each side of the following described centerline situated in the NW¼SE¼ of Section 30, Township 56 North, Range 84 West, 6th P.M., Sheridan County, Wyoming; said centerline being more particularly described as follows:

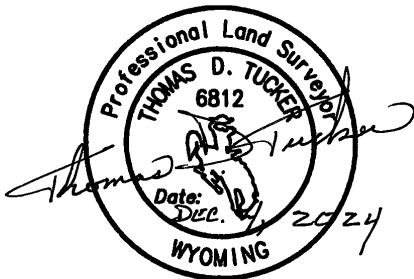
Commencing at the south quarter corner of said Section 30 (Monumented with a 2" Aluminum Cap per PLS 580); thence N16°22'16"E, 2587.25 feet to the **POINT OF BEGINNING** of said easement, said point lying on the north line of a tract of land described in Book 31 of Deeds, Page 182; thence S59°07'43"E, 66.07 feet along said centerline to the **POINT OF TERMINUS** of said easement, said point lying on the south line of Tract No. E, being a tract of land described in Document Number 2024-795977, and being S83°10'23"W, 1870.85 feet from the east quarter corner of said Section 30 (Monumented with a 3¼" Aluminum Cap per PLS 2615). Lengthening or shortening the sidelines of said easement to intersect said boundary lines.

Said trail easement contains 1,321 square feet of land, more or less.

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

SURVEYOR'S STATEMENT

I, Thomas D. Tucker, 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.



2024-796141 12/9/2024 12:00 PM PAGE: 4 OF 4
FEES: \$21.00 SM EASEMENT
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

NO. 2024-796141 EASEMENT

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
PRESTFELDT SURVEYING 2340 WETLANDS DR
SHERIDAN WY 82801