

## Access Easement

**Sheridan Heights Ranch, LLC**, a Wyoming limited liability company with a principal office of 200 Concho Ct., Sheridan, Wyoming, 82801, referred to hereinafter as “**Grantor**”, for good and valuable consideration which is hereby acknowledged, hereby conveys to **Sheridan Community Land Trust**, and its successors, referred to hereinafter as “**Grantee**”, a perpetual non-exclusive easement and right-of-way to provide access to and from and for the benefit of Grantee’s property described in **Attachment 1**. attached hereto.

Said easement shall be located upon an existing right of way, as described in the Right-of-Way Agreement recorded December 30, 1964, in the Sheridan County Clerk’s Office, at Page 138 of Book 148 (the “Easement”), a copy of which is attached hereto as **Attachment 2**. The Easement shall run with and benefit the lands described in **Attachment 1**. The Easement shall burden the lands described on the attached **Attachment 3**. The Easement is subject to the following terms and conditions:

**Maintenance and Repair.** Grantor is not responsible for performing any maintenance or repairs, or the cost thereof, to the Easement. To the extent Grantee believes that the Easement needs any maintenance or repairs, Grantee may perform the necessary maintenance and repairs in Grantee’s discretion.

**Indemnification and Release.** To the maximum extent permitted by law, Grantee and its guests, invitees, successors, heirs, devisees, executors, administrators, and personal representatives shall indemnify, defend, and hold harmless Grantor and Grantor’s employees, agents, and successors from any and all claims, demands, or causes of action arising out of the use of the Easement. To the maximum extent permitted by law, Grantee and its guests, invitees, successors, heirs, devisees, executors, administrators, and personal representatives release Grantor and Grantor’s employees, agents, and successors from any and all liability for damages arising out of use of the Easement.

**Non-Exclusive and Binding.** The Easement is non-exclusive and shall not preclude Grantor from using the Easement, or from granting the right to other persons and parties to use the easement. The terms, conditions, and provisions herein shall extend to and be binding upon the heirs, devisees, executors, administrators, personal representatives, and successors of the parties hereto.

**Effective Date.** This Access Easement shall be effective as of the final date supplied in the signature blocks below.

**Grantor:**  
**Sheridan Heights Ranch, LLC**

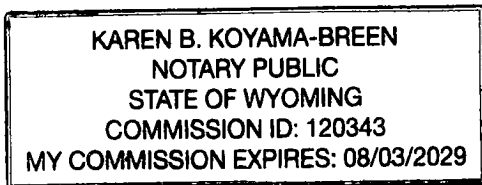
[Signature]  
Don Roberts, Member/Manager

12/2/24  
Date

STATE OF Wyoming )  
 ) ss.  
COUNTY OF Sheridan )

This Access Easement was acknowledged and signed before me this 2<sup>nd</sup> day of December, 2024 by Don Roberts, Member/Manager of Sheridan Heights Ranch, LLC.

**WITNESS** my hand and official seal.



[Signature]  
Notary Public

My commission expires: August 3, 2029

**Grantee:**

Signed: [Signature]  
Sheridan Community Land Trust

12/30/2024  
Date

By: Brad Bauer

Title: Executive Director

STATE OF WYOMING )  
 ) ss.  
COUNTY OF SHERIDAN )

This Access Easement was acknowledged and signed before me this 30 day of December, 2024 by Brad Bauer, Executive Director of Sheridan Community Land Trust.

**WITNESS** my hand and official seal.



Bethany Lawrence  
Notary Public

My commission expires: 3-24-2025

### Attachment 1

A tract of land situated in the SW $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 29, Township 56 North, Range 84 West, 6<sup>th</sup> P.M., Sheridan County, Wyoming, said tract of land being more particularly described as follows:

**BEGINNING** at the west quarter corner of said Section 29 (Monumented with a 3 $\frac{1}{4}$ " Aluminum Cap per PLS 2615); thence N00°12'40"W, 1011.89 feet along the west line of said SW $\frac{1}{4}$ NW $\frac{1}{4}$  to a point, said point lying on the southerly right-of-way agreement line as described in Book 148 of Deeds, Page 138 (Monumented with a 2" Aluminum Cap per PLS 19344); thence, along said southerly right-of-way agreement line through a non-tangent curve to the right, having a central angle of 05°29'47", a radius of 460.00 feet, an arc length of 44.13 feet, a chord bearing of S38°45'45"E, and a chord length of 44.11 feet to a point (Monumented with a 2" Aluminum Cap per PLS 19344); thence S36°00'52"E, 364.51 feet along said southerly right-of-way agreement line to a point (Monumented with a 2" Aluminum Cap per PLS 19344); thence, along said southerly right-of-way agreement line through a curve to the left, having a central angle of 20°56'00", a radius of 440.00 feet, an arc length of 160.76 feet, a chord bearing of S46°28'52"E, and a chord length of 159.86 feet to a point (Monumented with a 2" Aluminum Cap per PLS 19344); thence S56°56'52"E, 122.24 feet along said southerly right-of-way agreement line to a point (Monumented with a 2" Aluminum Cap per PLS 19344); thence, along said southerly right-of-way agreement line through a curve to the left, having a central angle of 03°31'59", a radius of 240.00 feet, an arc length of 14.80 feet, a chord bearing of S58°42'51"E, and a chord length of 14.80 feet to a point, said point lying on the west line of a tract of land described in Book 148 of Deeds, Page 141 (Monumented with a 2" Aluminum Cap per PLS 19344); thence S00°44'45"E, 503.46 feet along said west line of said tract described in Book 148 of Deeds, Page 141 to a point, said point being the southwest corner of said tract described in Book 148 of Deeds, Page 141, lying on the south line of said SW $\frac{1}{4}$ NW $\frac{1}{4}$ , and lying on the north line of Lot 12, Saddlecrest Subdivision, Corrected Plat of Lots 7-13 (Monumented with a 1 $\frac{1}{2}$ " Aluminum Cap per PLS 2615); thence N89°22'02"W, 472.59 feet along said south line of said SW $\frac{1}{4}$ NW $\frac{1}{4}$ , and the north line of said Lot 12, Saddlecrest Subdivision, Corrected Plat of Lots 7-13 to the **POINT OF BEGINNING** of said tract.

Said tract contains 7.77 acres of land, more or less.

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

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RECORDED DECEMBER 30, 1964 BK 148 PG 138 NO. 499228 B. B. HUGHES, COUNTY CLERK  
RIGHT-OF-WAY AGREEMENT

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00)  
and other good, valuable and legal consideration in hand paid,  
the receipt of which is hereby acknowledged, Donald H. Roberts  
and Erma M. Roberts, husband and wife, hereinafter referred to  
as Grantors do hereby grant unto the City of Sheridan, a munici-  
pal corporation of Sheridan County, Wyoming, the Grantee,  
the right to construct and maintain and drive over a roadway  
described as follows, to-wit:

A roadway to be constructed in accordance with the  
design set forth by Black and Veatch, Consulting  
Engineers, Access Road Plan and Profile, sets 25 and  
26, Sheridan, Wyoming, Water Works Improvements (1964)  
over and along the following described center line;

Beginning at a point on the east line of Section 19,  
T. 36 N., R. 84 W., from which Military Reservation  
Marker number 41, which represents the Southeast corner  
of said Section 19 bears South, 111.8 feet; thence  
S. 85° 10' W., 1063.99 feet to the point of curvature  
of a curve to the left having a radius of 250 feet;  
thence along said curve for a distance of 406.14 feet  
to a point; thence S. 7° 55' E., 149.84 feet to the  
point of curvature of a curve to the left having a  
radius of 550.0 feet; thence along said curve for a  
distance of 424.93 feet to a point; thence S. 52° 11'  
E., 1291.85 feet to the point of curvature of a curve  
to the right having a radius of 500.0 feet; thence along  
said curve for a distance of 144.14 feet to a point;  
thence S. 35° 40' E., 364.51 feet to the point of  
curvature of a curve to the left having a radius of  
400.0 feet; thence along said curve 146.12 feet to  
a point; thence S. 56° 36' E., 122.24 feet to the  
point of curvature of a curve to the left having a  
radius of 200.0 feet; thence along said curve for a  
distance of 139.69 feet to a point; thence N. 93° 23'  
E., 103.45 feet to a point on the west line at the  
City water Treatment Plant Tract from which the South-  
west corner thereof bears S. 0° 32' E., 14.08 feet.

TO HAVE AND TO HOLD such right-of-way upon the following  
provisions and conditions:

1. That the road shall be constructed and maintained  
at the sole expense of the Grantee, who shall install and maintain  
and replace when necessary culverts for the maintenance of the  
irrigation system of the fields over and above which said road  
runs.

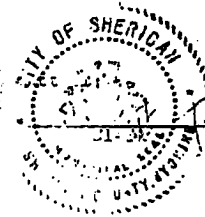
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2. That the Grantee shall install and forever maintain proper drainage facilities to prevent the accumulation of water from irrigation and runoff along the road and the barrow pit to prohibit the accumulation of water which will damage fields and other property of the Grantors, and for continued proper control of runoff water to prevent erosion on any lands owned and controlled by the Grantor, including the right-of-way.

3. That the road shall be for the sole purpose of controlling, maintaining and operating the City water treatment plant and shall not be available for use or travel by any parties other than employees or agents of the City of Sheridan, Wyoming, for the above purposes.

4. That the City shall provide and keep gates and locks on the Grantors' property with keys to be furnished and available to the Grantors or their successors in interest and the City.

WITNESSED this 22nd day of December, 1964.



THE CITY OF SHERIDAN, WYOMING,  
a municipal corporation

By: Walt Marker

Mayor

Ernest M. Roberts

Grantors

NOTARY PUBLIC )  
SHERIDAN, WYOMING ) SS



On this 22nd day of December, 1964, before me, Walt Marker, known to me personally known, who, being by me sworn, did say that he is the Mayor of Sheridan, Wyoming, and that said affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and acknowledged by said corporation by authority of its Board of Directors and the said Walt Marker acknowledged said instrument as his free act and deed of said corporation. Given under my hand and notarial seal this 22nd day of December, 1964.

Charles P. Paul  
Notary Public

Commission Expires: December 1, 1965



Attachment 2

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STATE OF WYOMING )  
COUNTY OF SHERIDAN ) SS

On this 14<sup>th</sup> day of December, 1964, before me personally appeared Donald H. Roberts and E-mal M. Roberts, husband and wife, and acknowledged to me that they executed the above and foregoing Right-of-Way Agreement as their free act and deed and that they know and understand the contents thereof.



Edith H. Heselman  
Notary Public

Commission expires: April 22, 1967

Attachment 3

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623418 QUITCLAIM DEED  
BOOK 500 PAGE 0388  
RECORDED 10/07/2008 AT 04:05 PM  
AUDREY KOLTISKA, SHERIDAN COUNTY CLERK

QUITCLAIM DEED

System Land, LLC, a Wyoming limited liability company ("Grantor") conveys and quitclaims to Sheridan Heights Ranch, LLC ("Grantee") whose address is 2 Soldier Creek Road, Sheridan, WY 82801 the following described property situate in Sheridan County, Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming:

Township 56 North, Range 84 West, 6th Principal Meridian

- Section 20: N1/2SE1/4, NE1/4SW1/4, SE1/4NW1/4, SW1/4NE1/4  
Section 29: N1/2, N1/2SE1/4 and NE1/4SW1/4 excepting therefrom those tracts of land conveyed to the City of Sheridan and that tract of land described in the deed recorded in Book P of Deeds at Page 52.  
Section 30: S1/2NE1/4 and that part of the N1/2SE1/4 described as follows: Beginning at the East quarter corner of said section, thence South along Section line 640 feet, thence West 725 feet, thence North 42°26' West 772 feet, thence West 675 feet, thence South 895 feet, thence West 732 feet to the center line of said Section, thence North along said section line 920 feet, more or less, to the center of said Section, thence East to the point of beginning.

Together with all buildings, improvements and fixtures situate thereon and all water and water rights, ditches and ditch rights appertaining thereto.

Dated this 6 day of October, 2008

System Land, LLC

By: [Signature]  
Manager

STATE OF WYOMING  
COUNTY OF SHERIDAN

The foregoing instrument was acknowledged before me by Donald B. Roberts, manager of System Land, LLC this 6 day of October, 2008, in my hand and official seal.

[Signature]  
Notary Public

My commission expires: 7-28-2009



NO. 2025-796606 EASEMENT

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK  
YONKEE & TONER P O BOX 6288  
SHERIDAN WY 82801