

DEED OF CONSERVATION EASEMENT
Sheridan County, Wyoming – 2M Farms, LLC

This Deed of Conservation Easement (**Conservation Easement or Agricultural Land Easement**) is made on November 4, 2021 (the “**Conservation Easement Date**”) by 2M Farms, LLC c/o Michael Steven Mitzel, with an address of PO Box 187, 151 Passaic Road, Leiter, WY 82837 (“**Grantor**”), in favor of The Sheridan Community Land Trust, a Wyoming nonprofit corporation, having a local address of PO Box 7185 Sheridan, Wyoming 82801 (“**Holder**” or “**Grantee**”), and with a right of enforcement to the United States of America (the United States), acting by and through the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) on behalf of the Commodity Credit Corporation (CCC). Grantor, Holder, and the United State acknowledge that the Conservation Easement is acquired by Holder to protect the agricultural use and future viability, and related conservation values, of the Property by limiting nonagricultural uses of the Property (as defined below). The State of Wyoming also is a beneficiary of certain rights under the terms of this Conservation Easement.

Exhibits to this Conservation Easement include the following:

Exhibit A – Property Description

Exhibit B – Map of Property/Building Envelopes

RECITALS

- A. **PROPERTY.** Grantor is the owner in fee simple of the property legally described in **Exhibit A** which consists of approximately 420 +/- acres located in Sheridan County, Wyoming (the “**Property**” or “**Protected Property**”).
- B. **MISSION.** The mission of The Sheridan Community Land Trust is to preserve working ranches, open spaces, wildlife habitat, and historic sites, as well as increase opportunities for non-motorized recreation.
- C. **QUALIFIED ORGANIZATION.** Holder is a “qualified organization” as that term is defined in 26 USC §170(h)(3) and applicable regulations.
- D. **AUTHORIZING STATUTE.** The State of Wyoming has authorized the creation of conservation easements pursuant to the Wyo. Stat. § 34-1-201 (b)(i) and Grantor and Holder wish to avail themselves of the provisions of that law without intending that the existence of this Conservation Easement be dependent on the continuing existence of such law.
- E. **USE OF THE PROPERTY.** The Property may continue to be used for ranching and agricultural purposes. The Conservation Values (defined below) of the Property have not been and are not likely to be adversely affected to any substantial extent by continuing to allow the uses of the Property which are authorized under this Conservation Easement. Also, the Conservation Values of the Property have not been and are not likely to be adversely affected to any substantial extent by limited development of the Property through the use and maintenance and/or construction of those Buildings and Structures which presently exist on the Property, as permitted herein or by the limited additional development which is authorized under this Conservation Easement.
- F. **FEDERAL FUNDING.** This conservation easement is acquired with funds provided, in part, under the Agricultural Conservation Easement Program (ACEP) 16 U.S.C. Section 3865 et seq. and 7 CFR Part 1468 for the purpose of protecting the agricultural use and future viability, and

related conservation values, by limiting nonagricultural uses that negatively affect the agricultural uses and conservation values of the Protected Property (the "Purpose of the ALE").

G. **STATE FUNDING.** This Conservation Easement has been acquired in part with a grant from the State of Wyoming's Wildlife and Natural Resources Trust (the "WWNRT").

H. **STATE AND FEDERAL LAWS.** The conservation purposes of this Conservation Easement are recognized by, and the grant of this Conservation Easement will serve, at least and without limitation, the following clearly delineated governmental conservation policies:

1. Wyoming Statutes §34-1-201(b)(i) provides for the establishment of conservation easements to protect "natural, scenic or open space values of real property, assuring its availability for agricultural, forest, recreational or open space use ..."

2. Wyoming Statutes §11-16-103(a) provides that, "It is hereby declared that the farm and grazing lands of Wyoming are among the basic assets of the state."

3. Wyoming Statutes §11-16-103(b) provides that, "It is hereby declared to be the policy of the legislature to provide for the conservation of the soil, and soil and water resources of this state, and for the control and prevention of soil erosion and for flood prevention or the conservation, development, utilization, and disposal of water, and thereby to stabilize ranching and farming operations, to preserve natural resources, protect the tax base, control floods, prevent impairment of dams and reservoirs, preserve wildlife, protect public lands, and protect and promote the health, safety and general welfare of the people of this state."

4. Wyoming Statutes §9-15-101, et seq., Wildlife and Natural Resource Funding Act (the "Act"). The Act created an entity known as the Wyoming Wildlife and Natural Resources Trust Account. The WWNRT is empowered to disperse money for several delineated purposes related to conserving the many natural resources of the State of Wyoming (the "State") and to act on behalf of the State in certain matters relating to the WWNRT.

5. Wyoming Statutes §9-15-103(d)(i) provides that the WWNRT is empowered to disperse money for the "Improvement and maintenance of existing terrestrial habitat necessary to maintain optimum wildlife populations.

6. Wyoming Statutes §9-15-103(d)(ii) provides that the WWNRT is empowered to disperse money for the "Preservation of open space by purchases or acquisition of development rights;"

7. Wyoming Statutes §9-15-103(d)(v) provides that the WWNRT is empowered to disperse money for the "Conservation, maintenance, protection and development of wildlife re-sources, the environment, and Wyoming's natural resource heritage;"

I. **REGIONAL SIGNIFICANCE.** This Property provides numerous benefits to wildlife, fisheries, and habitat, along with preserving historic and scenic areas of importance to the region. The Property conserves and protects a large and important view shed area. Some of the key elements and factors are as follows:

1. The Property is in the Northern Great Plains Steppe. The Property is characterized by its upland grasslands, irrigated agriculture fields, and riparian and aquatic habitat associated with Clear Creek. The Property is year-round habitat for a variety of wildlife species, both resident and migratory, and provides a key habitat linkage and migration corridor for these species. Public

benefits of the Property include overall scenic beauty, open space, wildlife habitat and working agriculture. These are collectively referred to throughout this document as the "Conservation Values" and protection of the Property contributes to the conservation of these Conservation Values.

2. The Property is bisected by Clear Creek and is just north of US Hwy 14-16. Approximately 2 miles of Clear Creek flow through the property.

3. The Sheridan County Comprehensive Plan, adopted in December 2008 and updated in 2020, and currently in effect, recognizes that "Sheridan County is a place with great natural beauty and ecological diversity with abundant and diverse wildlife, scenic beauty, water, and other resources that are important to residents and visitors – both for the economy and for a sustainable and livable community." (Ch 4). The 2008 Plan further recognizes that "Agriculture and ranching has been one of the traditional economic mainstays of Sheridan County, and is a primary source of the highly valued visual quality of the county." (Ch. 1, Issue 5). The 2008 Plan expressly recognizes in its list of key issues that private land trusts "have accomplished a great deal of land conservation (for both open lands and agriculture, especially along the Bighorn Foothills)." (Ch. 1, Issue 6). It is an express policy of Sheridan County that, "the county will continue to support and work with nongovernmental organizations that are involved in conservation of open space and agricultural resources," (Ch. 3, Policy 1.2d) and it is an express policy that the County will plan for open space and natural and scenic resources. (Ch. 3, Policy 1.6a). Sheridan County has committed in its 2008 Plan to continue the Big Horn Foothills Conservation Resource Area, established in 1982, for purposes including protecting the foothills' unique visual quality and maintaining traditional agricultural uses. (Ch. 3, Sec. 5). As stated in the 2008 Plan, it is an express policy of Sheridan County "to support efforts of property owners and non-governmental organizations to sustain working farms and ranches—especially large, intact, and contiguous properties with productive and agriculture." (Ch. 4, Policy 2.4a). It is also an express policy of Sheridan County to "work with property owners and conservation organizations and land trusts to create a protected and cohesive system of open space," (Ch. 4, Policy 2.5b) and, as restated in the 2008 Plan summary, "to support policies that are compatible with activities of land trusts and landowners to privately conserve land, particularly in the foothills area." (Ch. 13, Action Plan 2.5b). All of these goals are served by the preservation of the Property under this Conservation Easement. The preservation of open space, agricultural operations, and wildlife habitat on the Property is consistent with clearly delineated policies adopted by the local government and will yield a significant public benefit.

J. HOLDER CONSERVATION PRACTICES.

1. The use of the Property for Agricultural production, the open space and scenic values, the ecological values, and fish and wildlife habitat are of great importance to Grantor, Holder, the People of Sheridan County, and the people of the State of Wyoming and the United States and are worthy of preservation.

2. Grantor and Holder intend that the Property be maintained in a condition to allow for Agriculture uses of the Property, other uses of the Property that do not significantly impair or interfere with the Conservation Values of the Property, and for the protection of the Agricultural, open space and scenic values of the Property in perpetuity.

3. Grantor intends that the Conservation Values of the Property be preserved and maintained by the continuation of land use patterns, including, without limitation, those related to ranching and associated agricultural operations existing at the time of this grant that do not



significantly impair or interfere with those values, and the Parties agree that the present ranching and associated agricultural operations do not impair or interfere with the Conservation Values of the Property at the time of this grant.

EASEMENT GRANT

NOW, THEREFORE, for and in consideration of the facts recited above and of the mutual covenants, terms, conditions and restrictions contained herein, and Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in part as an absolute and unconditional gift, Grantor hereby gives, grants, bargains, sells, warrants as provided herein and conveys unto Holder a Conservation Easement in perpetuity over the Property of the nature and character as follows and Grantor and its respective heirs, successors, agents, assigns, lessees and any other person claiming under it must comply with all terms and conditions of this Conservation Easement including the following:

1. PURPOSE OF CONSERVATION EASEMENT / AGRICULTURE LAND EASEMENT.

The purpose of this Conservation Easement is to preserve and protect in perpetuity the Conservation Values (defined below) (the “**Conservation Purpose**”).

The Property is a natural area that consists of “a relatively natural habitat of fish, wildlife, or plants, or similar ecosystem,” as that phrase is used in 26 U.S.C. § 170(h)(4)(A)(ii) and applicable regulations. The specific conservation values of the Property include the use of the Property for agricultural production, open space and scenic values, and the locally important soils, natural habitat of fish, wildlife and plants (“**Conservation Values**”).

The attributes of the Property described in this Paragraph and in the Report referenced below are collectively referred to in this Conservation Easement as the **Conservation Values**.

2. BASELINE DOCUMENTATION REPORT. Baseline conditions of the Protected Property are set forth in a Baseline Documentation Report, a copy of which is maintained in the files of the Grantee. The parties acknowledge Baseline Documentation Report (the “**Report**”) has been approved in writing by Holder and Grantor, and the Report is an integral part of this Conservation Easement and is incorporated herein by reference. Holder agrees to provide a copy of the Report to Grantor’s successors in title upon written request. The parties agree that the Report contains an accurate representation of the natural resources and physical condition of the Property at the time of this conveyance, of the current and historical uses of the Property, and a more detailed description of the Conservation Values. The Report also documents the nature and extent of historic use of the Water Rights on the Property. In case of any conflict or inconsistency between the terms of the Conservation Easement and the Report, the terms of this Conservation Easement shall prevail.

3. LIMITATION ON IMPERVIOUS SURFACES. Impervious surfaces will not exceed 2 percent of the Protected Property, excluding NRCS-approved conservation practices. Impervious surfaces are defined as material that does not allow water to percolate into the soil on the Protected Property, including, but not limited to, buildings with or without flooring, paved areas, and any other surfaces that are covered by asphalt, concrete, or roofs. This limitation does not include public roads or other roads owned and controlled by parties with rights superior to those rights conveyed to Grantee by this Conservation Easement .

4. LIMITATION ON NONAGRICULTURAL USES. Any activities inconsistent with the Purpose of the ALE are prohibited. The provisions of this Conservation Easement limit the types of agricultural operations that can occur on the Protected Property to those that promote the Purpose of the

ALE. The following activities are inconsistent with the Purpose of the ALE and are specifically prohibited, subject to the qualifications stated below:

- 4.1 Subdivision - Separate conveyance of a portion of the Protected Property or division or subdivision of the Protected Property is prohibited.
- 4.2 Industrial or Commercial Uses - Industrial or commercial activities on the Protected Property are prohibited except for the following:
 - 4.2.1 Agricultural production and related uses in accordance with the terms and conditions of this Conservation Easement;
 - 4.2.2 The sale of excess power generated in the operation of renewable energy structures and associated equipment or other energy structures that Grantee approves in writing as being consistent with the Purpose of the ALE and in accordance with the terms and conditions of this Conservation Easement;
 - 4.2.3 Temporary or seasonal outdoor activities or events that do not harm the Purpose of the ALE; and
 - 4.2.4 Commercial enterprises related to agriculture or forestry including but not limited to processing, packaging, and marketing of farm or forest products.
- 4.3 Construction on the Protected Property - Except as otherwise permitted in this Section 4, Paragraph 4.3, all structures and improvements must be located within the Building Envelope(s), of which there shall be no more than two (2), containing no more than twelve and seven tenths (12.7) total acres. The Grantor must receive prior written approval of the location and boundaries of the future building envelopes from the Grantee and the Chief of NRCS, following which, the Grantor and Grantee shall amend this Conservation Easement to add an exhibit that describes the approved boundaries and locations of the Building Envelope(s).

Agricultural structures and utilities to serve approved buildings or structures, including on-farm energy structures allowed under Section 4, Paragraph 4.2.2 and in this Section 4, Paragraph 4.3 that neither individually nor collectively have an adverse impact on the Purpose of the ALE, may be located outside of the Building Envelopes with prior written approval of the Grantee.

New roads may be constructed if they are approved in advance by Grantee, within impervious surface limits, and are necessary to carry out the agricultural operations or other allowed uses on the Protected Property.

Maintenance of existing roads documented on the Baseline Documentation Report is allowed; however, existing roads may not be widened or improved unless widening and improving is within impervious surface limits, approved in advance by Grantee, and necessary to carry out the agricultural operations or other allowed uses on the Protected Property.

Fences may be maintained and replaced, and new fences installed if they are necessary for agricultural operations or other allowed uses on the Protected Property or to mark

boundaries of the Protected Property. Maintenance, replacement, and installation of fences must be conducted in a manner consistent with the Purpose of the ALE.

- 4.4 Granting of Easements for Utilities and Roads – The granting or modification of easements for utilities and roads is prohibited when the utility or road will adversely impact the Purpose of the ALE as determined by the Grantee in consultation with the Chief of NRCS.
- 4.5 Surface Alteration – Grading, blasting, filling, sod farming, earth removal, or any other activity that will disturb the soil surface or materially alter the topography, surface or subsurface water systems, or wetlands of the Protected Property is prohibited, except for the following:
- 4.5.1 Dam construction pursuant to a plan approved by the Grantee to create ponds for agricultural use, fire protection, or wildlife enhancement, including enhancement through wetland restoration, enhancement, or creation;
- 4.5.2 Erosion and sediment control pursuant to a plan approved by the Grantee;
- 4.5.3 Soil disturbance activities required in the construction of approved buildings, structures, roads, and utilities provided that the required alteration has been approved in writing by Grantee as being consistent with the Purpose of the ALE; and
- 4.5.4 Agricultural activities and related conservation activities conducted in accordance with the terms and conditions of this Conservation Easement.
- 4.6 Surface and Subsurface Mineral Exploration and Extraction – Mining or extraction of soil, sand, gravel, oil, natural gas, fuel, coal, or any other mineral substance owned by Grantor as of the date of this Conservation Easement or later acquired by Grantor, using any surface mining, subsurface mining, or dredging method, from the Protected Property is prohibited except as otherwise provided in this Paragraph 4.6.

If a third party owns or leases the oil, natural gas, or any other mineral rights associated with the Protected Property at the time this Conservation Easement is executed, and their interests have not been subordinated to this ALE, the Grantor must require, to the greatest extent possible, that any oil, natural gas, and mineral exploration and extraction conducted by such third party is conducted in accordance with this Paragraph 4.6. Any mineral leases or other conveyances of minerals entered into or renewed after the date of this Conservation Easement are subordinate to the terms of this Conservation Easement and must incorporate by reference this Conservation Easement.

Limited mining activities for materials (e.g., sand, gravel, or shale) used to facilitate the agricultural operations on the Protected Property are allowed where the extraction of such materials is limited, localized, and small with a defined area and acreage approved prior to extraction by the Grantee, not to exceed 2 acres, and does not harm the Purpose of the ALE.

5. PRESERVING AGRICULTURAL USES. The provisions of this ALE Deed and associated exhibits will not be interpreted to restrict the types of agricultural operations that can function on the Protected Property, so long as the agricultural operations are consistent with the long-term viability of the Protected Property and the Purpose of the ALE. No uses will be allowed that violate Federal laws, including Federal drug laws, or that decrease the Conservation Easement's protection for the Purpose of the ALE.



Allowed uses of the Protected Property include the specific uses allowed in Section 4, Paragraph 4.2.1-4.2.4 and the following activities, subject to the qualifications stated below:

- 5.1 Agricultural Production – The production, processing, and marketing of livestock and agricultural products compatible with the Purpose of the ALE are allowed provided these activities are conducted in a manner consistent with the terms of the Conservation Easement.
- 5.2 Forest Management and Timber Harvest – Forest management and timber harvesting are allowed, provided these activities are carried out, to the extent practicable, in accordance with current, generally accepted best management practices for the sites, soils, and terrain of the Protected Property.
- 5.3 On-Farm Energy Production – Renewable energy production is allowed for the purpose of generating energy for the agricultural and residential needs of the Protected Property. Renewable energy sources must be built and maintained within impervious surface limits and consistent with the Purpose of the ALE.

6. **NOTICE AND APPROVAL REQUIREMENTS.**

- 6.1 Notice. For activities for which Holder's prior approval is not expressly required, Grantor hereby agrees to notify Holder in writing fifteen (15) days before exercising any reserved or retained right under this Conservation Easement that may have an adverse impact on the Conservation Values.
- 6.2 Approval. When Holder's approval is required prior to Grantor engaging in any activity, Grantor's request for approval shall be in writing and contain detailed information regarding the proposed activity. Such a request shall be delivered to Holder at least sixty (60) days prior to the anticipated start date of such activity.

Holder agrees to use reasonable diligence to respond to the request within sixty (60) days; provided, however, that approval shall not be deemed to have been given in the event of Holder's delay in response.

This Paragraph is only intended to request approval for activities which are expressly allowed in the Conservation Easement but are subject to Holder's approval or consent. It is not intended for any other purpose, including, without limitation, to request approval for activities that are expressly prohibited or activities for which an amendment of this Conservation Easement is needed.

7. **HOLDER'S RIGHTS**

- 7.1 Right of Entry. The right to enter the Property at reasonable times for the purposes of: (a) inspecting the Property to determine if there is compliance with the terms of this Conservation Easement; (b) obtaining evidence for the purpose of seeking judicial enforcement of this Conservation Easement; (c) inspect the Water Rights on the Property as described below; provided, however, that the foregoing rights of Holder shall not relieve Grantor from any obligations to comply with the terms of this Conservation Easement or waive any of Holder's rights or remedies to enforce this Conservation Easement against any violation.

Holder agrees that entry will be done in a manner that will not interfere unreasonably with Grantor's permitted uses of the Property. Holder also agrees to provide advance notice of at least five (5) days to Grantor prior to entering the Property, except in any case where immediate entry is necessary or desirable to prevent, terminate, or mitigate damage to, or the destruction of, the Conservation Values, or to prevent, terminate or mitigate a violation of the terms of this Conservation Easement. In the event Grantor elects to maintain gated, locked access to and through the Property, Grantor shall provide Holder with keys for all such locks.

This right of entry shall include the right to access the Property over roads owned by Grantor and any rights-of-way or other access ways now or hereafter available to Grantor for access to the Property.

- 7.2 Water Rights. If Grantor fails to maintain the historic use of the Water Rights, or the Water Rights are otherwise subject to a threat of abandonment, the Holder has the right to request that the Grantor provides the Holder documentation within ninety (90) days of the change in the Water Right. If the Water Rights are subject to a threat of abandonment, Grantor shall have the right and authority, consistent with applicable State of Wyoming laws and regulations, to seek to transfer the rights subject to abandonment to other lands.
- 7.3 Mineral Rights. As more specifically set forth in this Conservation Easement, to influence and control impacts to the surface of the Property from development of Minerals by third parties who, as of the Conservation Easement Date, already own some or all of the Minerals located beneath the Property.

8. VIOLATION AND REMEDIES.

- 8.1 Notice of Violation; Corrective Action. If Holder determines that a violation of the terms of this Conservation Easement has occurred or is threatened, Holder shall give written notice to Grantor of such violation and demand corrective action sufficient to (a) cure the violation, and (b) where the violation involves injury to the Property resulting from any use or activity inconsistent with the Conservation Purpose, restore the portion of the Property so injured to its condition before the violation occurred, or to a condition otherwise acceptable to Holder, in accordance with a plan approved by the Holder.
- 8.2 Injunctive Relief. If Grantor fails to cure the violation or threatened violation of this Conservation Easement, fails to comply with any affirmative obligation under this Conservation Easement, or fails to cause such other corrective action to be taken as requested by the Holder within forty-five (45) days after receipt of notice thereof from Holder, or under circumstances where the violation cannot reasonably be cured within the forty-five (45) day period, fails to make good faith efforts to initiate and pursue the requested corrective action within the forty-five (45) day period, Holder may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to any such injury or to a condition otherwise acceptable to Holder.
- 8.3 Damages. Holder shall be entitled to recover damages for violation of the terms of this Conservation Easement or injury to any Conservation Values protected by this Conservation Easement, including, without limitation, damages for the loss of environmental, ecologic, scenic or aesthetic values.



8.4 Normal Enforcement. Holder shall have the right to preserve and protect the Conservation Values of the Property and enforce the terms of this Conservation Easement.

8.4.1 United States Rights of Enforcement. Pursuant to 16 U.S.C. Section 3865 et seq., the United States is granted the right of enforcement that it may exercise only if the terms of the Conservation Easement are not enforced by the Grantee. The Secretary of the United States Department of Agriculture (the "Secretary") or the Secretary's assigns, on behalf of the United States, may exercise this right of enforcement under any authority available under State or Federal law if the Grantee, or its successors or assigns, fails to enforce any of the terms of this Conservation Easement, as determined in the sole discretion of the Secretary.

In the event the United States exercises this right of enforcement, it is entitled to recover any and all administrative and legal costs associated with any enforcement or remedial action related to the enforcement of this Conservation Easement from the Grantor, including, but not limited to, attorney's fees and expenses related to Grantor's violations. In the event the United States exercises this right of enforcement, it is entitled to recover any and all administrative and legal costs associated with any enforcement of this Conservation Easement from the Grantee, including, but not limited to, attorney's fees and expenses related to Grantee's violations or failure to enforce the Conservation Easement against the Grantor, up to the amount of the United States' contribution to the purchase of the Conservation Easement.

The Grantee will annually monitor compliance and provide the United States with an annual monitoring report that documents that the Grantee and Grantor are in compliance with the Conservation Easement. If the annual monitoring report is insufficient or is not provided annually, or if the United States has a reasonable and articulable belief of an unaddressed violation, as determined by the Secretary, the United States may exercise its right of inspection. For purposes of inspection and enforcement of the Conservation Easement and the United States ALE-Agreement with the Grantee, the United States will have reasonable access to the Protected Property. Prior to its inspection of the Protected Property, the United States shall provide advance notice to Grantee and Grantor and provide Grantee and Grantor a reasonable opportunity to participate in the inspection.

In the event of an emergency, the United States may enter the Protected Property to prevent, terminate, or mitigate a potential or unaddressed violation of the Conservation Easement and will give notice to Grantee and Grantor at the earliest practicable time.

8.4.2 State of Wyoming Right of Enforcement. The State of Wyoming shall have the right to enforce the terms of this Conservation Easement if the Grantee fails to enforce any of the terms of this Conservation Easement.

If this Conservation Easement is transferred for value, sold, or extinguished, without the consent of the Wyoming Wildlife and Natural Resource Trust Board, the State of Wyoming shall have the right to either: 1) take legal action to enforce the terms of the easement, or 2) recover from the proceeds of the transfer for value, sale, or extinguishment, the State of Wyoming's pro rata share of the proceeds based on the funds the State of Wyoming provided for the creation of this Conservation Easement according to the provisions of Section 12.1.

Nothing in this Conservation Easement is intended to create any right to enforce this Conservation Easement in any third party where no such right otherwise exists under this Conservation Easement or under law. Nothing contained herein shall affect any rights that the State where the Property is located may have to protect the public's interest in any matter pertaining to this Conservation Easement.

- 8.5 Scope of Relief. Holder's rights under this section apply equally in the event of either actual or threatened violations of the terms of this Conservation Easement. Grantor agrees that Holder's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Holder shall be entitled to the injunctive relief described above, both prohibitive and mandatory, in addition to such other relief to which Holder may be entitled, including without limitation: (a) specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies; and (b) the right to enter the Property to undertake any corrective action Holder may elect to complete. Holder's remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.
- 8.6 Costs of Enforcement. In any action, suit or other proceeding undertaken to enforce any right or obligation under this Conservation Easement, or to interpret any of the provisions of this Conservation Easement, if the court determines that Grantor has failed to comply with this Conservation Easement, Grantor shall reimburse Holder for any reasonable costs associated with enforcement, including Holder's staff time, costs of restoration, court costs and reasonable attorneys' fees, in addition to any other payments ordered by such court. However, if Holder initiates litigation and the court determines that Grantor has complied with all the terms of this Conservation Easement and that Holder initiated litigation in bad faith, then Holder shall reimburse Grantor for any reasonable costs of defending such action, including court costs and reasonable attorneys' fees.
- 8.7 Forbearance. Forbearance by Holder to exercise its rights under this Conservation Easement in the event of any violation of any term of this Conservation Easement by Grantor shall not be deemed or construed to be a waiver by Holder of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any of Holder's rights under this Conservation Easement. No delay or omission by Holder in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.
- 8.8 Waiver of Certain Defenses. Grantor hereby waives any defense of laches, estoppel or prescription with respect to any failure to act or any delay by Holder in enforcing any restriction or exercising any rights under this Conservation Easement.
- 8.9 Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Holder to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, infestations, natural deterioration, earth movement, acts of third parties legally authorized to act by recorded instrument or other legally established rights, the wrongful acts of third parties other than Grantor's agents, employees, invitees or contractors (provided Grantor has taken reasonable steps to prevent such third parties from trespassing and from causing harm to the Property and has not consented to or participated in the acts of such third parties), or from any prudent action taken by Grantor

under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes. Grantor shall notify Holder of any occurrence that would adversely affect or interfere with the Conservation Purpose, whether caused by Grantor's acts or omissions or by a third party or parties. In the event of violations of this Conservation Easement caused by the wrongful acts of a third party, Grantor shall cooperate fully with Holder in enforcement of this Conservation Easement, including but not limited to: gathering facts and information relevant to the violation; assigning its right of action to the Holder; joining in any claim or legal action; and/or appointing the Holder as its attorney-in-fact for purposes of enforcement, all at the election of the Holder.

9. **COSTS AND LIABILITIES.** Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of general liability insurance coverage, and including any taxes assessed on Grantor's interest in the Property.

Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes").

10. **ACCESS.** Nothing contained in this Conservation Easement shall give or grant to the public a right to enter upon or to use the Property or any portion thereof. Grantor will undertake all reasonable actions to prevent the unlawful entry and trespass by persons whose activities might diminish or impair the Conservation Values.

11. **PRESUMPTION AGAINST AMENDMENT.** This Conservation Easement may be amended only if, in the sole and exclusive judgment of the Grantee, the WWNRT, and United States, by and through the Chief of NRCS, such amendment is consistent with the Purpose of the ALE and complies with all applicable laws and regulations. The Grantee must provide timely written notice to the Executive Director of the WWNRT and to the Chief of NRCS of any proposed amendments. Prior to the signing and recordation of the amended Conservation Easement, such amendments must be mutually agreed upon by the Grantee, Grantor, the WWNRT, and United States, by and through the Chief of NRCS. Any purported amendment that is recorded without the prior approval of the WWNRT and the United States is null and void.

12. **EASEMENT VALUATION, ASSIGNMENT BY GRANTEE, TRANSFERS BY GRANTOR, EXTINGUISHMENT, TERMINATION, EMINENT DOMAIN.**

12.1 **Value of Easement and Proceeds.** Grantor hereby agrees that at the time of the conveyance of this Conservation Easement, this Conservation Easement gives rise to a real property right, immediately vested in Holder, with a fair market value that is at least equal to the proportionate value that this Conservation Easement bears to the value of the Property as a whole. The Holder, the WWNRT, and the United States stipulate that the fair market value of the Conservation Easement is 52.7 percent (52.7%), hereinafter the "Proportionate Share", of the fair market value of the land unencumbered by this Conservation Easement. The Proportionate Share will remain constant over time.

If this Conservation Easement is extinguished, terminated, or condemned, in whole or in part, then the Grantor must reimburse Grantee, the United States, and the State of Wyoming an amount equal to the Proportionate Share of the fair market value of the land unencumbered by this Conservation Easement. The fair market value will be determined at the time all or a part of this Conservation Easement is terminated, extinguished, or condemned by an appraisal that meets the Uniform Standards of Professional Appraisal

Practice (USPAP) or Uniform Acquisition Standards or Federal Land Acquisition (UASFLA). The appraisal must be completed by a certified general appraiser and be approved by the Grantee and the United States.

The allocation of the Proportionate Share between Holder, the United States, and the State of Wyoming will be as follows: (a) to the Holder or its designee: 1.2 percent (1.2%) of the Proportionate Share; (b) to the United States: 50.0 percent (50.0%) of the Proportionate Share; and (c) the State of Wyoming: 18.8 percent (18.8%) of the Proportionate Share. These figures account for the Grantor contribution of 30.0 percent (30.0%).

Until such time as the Grantee, the State of Wyoming, and the United States receive the Proportionate Share from the Grantor or the Grantor's successor or assign, the Grantee, the State of Wyoming, and the United States each have a lien against the Protected Property for the amount of the Proportionate Share due each of them. If proceeds from termination, extinguishment, or condemnation are paid directly to Grantee, the Grantee must reimburse the State of Wyoming and the United States for the amounts of the Proportionate Share due to each of them.

The amount due the State of Wyoming shall be payable to the Wyoming Wildlife and Natural Resource Trust, provided that it is then in existence. If it is not then in existence, the amount due the State of Wyoming shall be paid as directed by the Governor.

Holder shall use any proceeds received in conjunction with this provision and the following provisions in a manner consistent with the Conservation Purpose of this Conservation Easement.

- 12.2 Limitations on Assignment by Grantee. The benefits of this Conservation Easement shall not be assignable by Grantee, except (i) if as a condition of any assignment, Grantee requires that the purpose of this Conservation Easement continues to be carried out, and (ii) if the assignee, at the time of assignment, qualifies under Section 170(h) of the Code and the laws of the State of Wyoming as an eligible donee to receive this Conservation Easement directly, and (iii) if Grantee has written approval from the WWRNT. Grantee agrees to notify Grantor in writing at least sixty (60) days prior to any assignment of this Conservation Easement. Any attempted assignment by Grantee of the benefits of this Conservation Easement contrary to the terms hereof shall be invalid but shall not operate to extinguish this Conservation Easement.
- 12.3 Transfers by Grantor. Grantor agrees to incorporate by reference the terms of this Conservation Easement in any deed or other legal instrument by which Grantor transfers any interest in all or a portion of the Property, including a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any such interest at the time of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Conservation Easement or limit its enforceability in any way.
- 12.4 Extinguishment, Termination, and Condemnation. This Conservation Easement may be released, terminated or otherwise extinguished, whether in whole or in part, only if (1) a court with jurisdiction determines a subsequent unexpected change in conditions surrounding the Property makes impossible or impractical the continued use of the Property for the Conservation Purpose of this Conservation Easement, (2) any conditions or limitations imposed by federal and state law are also complied with, (3) the Holder and the

United States consents in writing to such release, termination or extinguishment in its sole and absolute discretion, and (4) pursuant to its right of enforcement, the State of Wyoming must consent to any release, termination or extinguishment, in whole or in part, of this Conservation Easement. Due to the Federal interest in this Conservation Easement, any proposed extinguishment, termination, or condemnation action that may affect the United States' interest in the Property must be reviewed and approved by the United States.

If all or a part of the Property encumbered by this Conservation Easement is taken, in whole or in part, by exercise of the power of eminent domain, the proceeds of any award resulting therefrom, or from any settlement in lieu of condemnation, shall be divided between Grantor and Holder in conformity with the provisions of 12.1 unless otherwise provided for by applicable law at the time of such exercise of the power of eminent domain, and the Grantee shall pay a portion of its proceeds to the State of Wyoming, and the United States in accordance with Subsection 12.1. No loss of any or all of the Water Rights through injury or abandonment shall be considered a termination or extinguishment of all or any part of this Conservation Easement.

For any eminent domain action where the Conservation Easement remains in place, the State of Wyoming's consent will not be required; however, any disturbance of the surface estate pursuant to the eminent domain action will require restoration of the surface estate, within six (6) months from the completion of the installation or repair, weather permitting, to ensure the continued use of the property consistent with the conservation purpose of this Conservation Easement.

13. CHANGED CONDITIONS. In making this grant, Grantor has considered the possibility that uses prohibited by the terms of this Conservation Easement may become more economically valuable than permitted uses, and that neighboring properties may in the future be put entirely to such prohibited uses. In addition, the unprofitability of conducting or implementing any or all of the uses permitted under the terms of this Conservation Easement shall not impair the validity of this Conservation Easement or be considered grounds for its termination or extinguishment. It is the intent of both Grantor and Holder that any such economic changes shall not be deemed to be changed conditions or a change of circumstances justifying the judicial termination, extinguishment or amendment of this Conservation Easement.

14. INTERPRETATION/GOVERNING LAW. This Conservation Easement shall be interpreted under the laws of Wyoming, resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to its Conservation Purpose. No remedy or election given by any provision in this Conservation Easement shall be deemed exclusive unless so indicated, but it shall, wherever possible, be cumulative with all other remedies at law or in equity. The parties acknowledge that each party has reviewed and revised this Conservation Easement and that no rule of construction that ambiguities are to be resolved against the drafting party shall be employed in the interpretation of this Conservation Easement. In the event of any conflict between the provisions of this Conservation Easement and the provisions of any use and zoning restrictions of the state or county in which the Property is located, or any other governmental entity with jurisdiction, the more restrictive provisions shall apply.

15. INDEMNIFICATION AND GENERAL DISCLAIMER. Grantor hereby agrees to indemnify, defend (with counsel approved by Holder, which approval will not be unreasonably withheld) and hold harmless Holder and each of its officers, directors, employees, agents, invitees, assigns, and contractors from and against any and all claims, costs, liabilities, penalties, damages, or expenses of any kind or nature whatsoever (including, but not limited to, court costs and reasonable attorneys' fees and expenses) arising or resulting from this Conservation Easement or any activities on the Property, except to the extent caused by the gross negligence or intentional misconduct of Holder.

Grantor shall indemnify and hold harmless the State of Wyoming, its employees, agents, and assigns, and Grantee and the Indemnified Parties, for any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, and costs of actions, sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which the State of Wyoming, Grantee and/or the Indemnified Parties may be subject or incur relating to the Property, which may arise from, but are not limited to, Grantor's negligent acts or omissions or Grantor's breach of any representation, warranty, covenant, agreements contained in this Conservation Easement, or violations of any federal, Wyoming, or Sheridan County laws, including all environmental laws.

The United States, its employees, agents, and assigns disclaim and will not be held responsible for Grantee's or Grantor's negligent acts or omissions or Grantee's or Grantor's breach of any representation, warranty, covenant, or agreements contained in this Conservation Easement, or violations of any Federal, State, or local laws, including all Environmental Laws (defined below) including, without limitation, those that give rise to liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, costs of actions, or sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which the United States may be subject or incur relating to the Protected Property.

Grantor must indemnify and hold harmless the United States, its employees, agents, and assigns for any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions and costs of actions, sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which United States may be subject or incur relating to the Protected Property, which may arise from, but are not limited to, Grantor's negligent acts, omissions, or breach of any representation, warranty, covenant, agreements contained in this Conservation Easement or violations of any Federal, State, or local laws, including all Environmental Laws (defined below).

16. ENVIRONMENTAL WARRANTY. As used herein, "Environmental Law" or "Environmental Laws" means any and all Federal, State, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies, or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection, and similar environmental health, safety, building, and land use as may now or at any time hereafter be in effect.

As used herein, "Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials, and any other element, compound, mixture, solution, or substance that may pose a present or potential hazard to human health or the environment.

Grantor warrants that it is in compliance with, and will remain in compliance with, all applicable Environmental Laws. Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of, noncompliance or alleged noncompliance with, or any liability under, any Environmental Law relating to the operations or conditions of the Protected Property. Grantor further

warrants that it has no actual knowledge of an undisclosed release or threatened release of Hazardous Materials, as such substances and wastes are defined by applicable Federal and State law.

Furthermore, Grantor warrants the information disclosed to Grantee, the WWNRT, and United States regarding any past violations or noncompliance with Environmental Laws and associated remedial actions, or any past releases of Hazardous Materials and any associated remedial actions is complete and accurate.

Moreover, Grantor hereby promises to hold harmless and indemnify Grantee, the State of Wyoming, and the United States against all litigation, claims, demands, penalties and damages, including reasonable attorneys' fees, arising from or connected with the release or threatened release of any hazardous materials on, at, beneath or from the Protected Property, or arising from or connected with a violation of any Environmental Laws by Grantor or any other prior owner of the Protected Property. Grantor's indemnification obligation will not be affected by any authorizations provided by Grantee, the State of Wyoming, or the United States to Grantor with respect to the Protected Property or any restoration activities carried out by Grantee on the Protected Property; provided, however, that Grantee will be responsible for any Hazardous Materials contributed after this date to the Protected Property by Grantee.

17. **TITLE.** Grantor covenants, represents and warrants that Grantor is the sole owner and is seized of the Property in fee simple and has good right to grant and convey this Conservation Easement; that the Property is free and clear of any and all encumbrances, except as approved in writing by Holder and NRCS, including but not limited to, any mortgages or deeds of trust not subordinated to this Conservation Easement and that Holder shall have the use of and enjoy all of the benefits derived from and arising out of this Conservation Easement; and that there is no pending or threatened litigation in any way affecting, involving or relating to the Property.

18. **NOTICES.** Any notices required by this Conservation Easement shall be in writing and shall be served by any of the following means: (i) by delivery in person, in which case notice shall be deemed given upon delivery (or refusal of delivery), (ii) by certified U.S. mail, return receipt requested, postage prepaid, in which case notice shall be deemed given upon the earlier of the date of first attempted delivery or the third day after deposit in the mail, or (iii) by reputable commercial courier service, charges prepaid, in which case notice shall be deemed given upon the earlier of the date of first attempted delivery or the third day after deposit with the courier service. All notices shall be sent to the following addresses:

To Grantor:
2M Farms, LLC
C/O Michael Steven Mitzel
PO Box 187
Leiter, WY 82837

To Holder:
Sheridan Community Land Trust
PO Box 7185
Sheridan, WY 82801

To the United States:
State Conservationist
United States Department of Agriculture / Natural Resource Conservation Service
P.O. Box 33124
Casper, Wyoming 82602

To State of Wyoming:

Executive Director
Wyoming Wildlife and Natural Resource Trust
Hathaway Building, 1st Floor
2300 Capitol Avenue
Cheyenne, Wyoming 82002

or to such other address as any of the above parties from time to time shall designate by written notice to the others.

19. **TRANSFER OF DEVELOPMENT RIGHTS.** To fulfill the Conservation Purpose of this Conservation Easement, Grantor hereby conveys to the Holder all development rights deriving from, based upon or attributable to the Property in any way, including but not limited to mineral development (the **Holder's Development Rights**), except those expressly reserved by Grantor herein, and the parties agree that Holder's Development Rights shall be held by the Holder in perpetuity in order to fulfill the Conservation Purpose of this Conservation Easement, and to ensure that such rights are forever released, terminated and extinguished as to Grantor, and may not be used on or transferred off of the Property to any other property or used for the purpose of calculating permissible lot yield of the Property or any other property.

20. **SEVERABILITY.** If any provision of this Conservation Easement is found to be invalid, the remaining provisions shall not be altered thereby.

21. **RECOGNITION OF MINERAL ESTATE.** As required by Wyoming Statutes §9-15-107, the Parties recognize that this Conservation Easement does not affect the rights of any third parties with an ownership interest in the mineral rights in the Property that pre-exist the recordation of this Conservation Easement, except as specifically set forth in this Conservation Easement and as specifically allowed by law.

22. **PARTIES.** Every provision of this Conservation Easement that applies to Grantor or Holder shall also apply to their respective heirs, executors, administrators, assigns, and all other successors as their interest may appear. A person's or entity's obligation hereunder as Grantor, or successor owner of the Property, shall be joint and several, and will cease, if and when such person or entity ceases to have any present, partial, contingent, collateral, or future interest in the Property (or pertinent portion thereof), but only to the extent that the Property (or relevant portion thereof) is then in compliance herewith. Responsibility of owners for breaches of this Conservation Easement that occur prior to transfer of title will survive such transfer, provided that the new owner shall also be responsible for bringing the Property into compliance.

23. **SUBSEQUENT LIENS ON PROPERTY.** No provision of this Conservation Easement should be construed as impairing the ability of Grantor to use this Property as collateral for subsequent borrowing, provided that any mortgage or lien arising from such a borrowing is subordinate to this Conservation Easement and does not violate the restrictions on subdivision of the Property.

24. **ACCEPTANCE & EFFECTIVE DATE.** As attested by the signature of its authorized representative, Holder hereby accepts without reservation the rights and responsibilities conveyed by this Conservation Easement. Conservation Easement is to be effective the date recorded in the Land Records of the county in which the Property is located.

25. **COUNTERPARTS.** The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by all parties; each counterpart shall be deemed an original instrument as against any party who has signed it.

26. **ENTIRE AGREEMENT.** This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with the terms of this Conservation Easement.

27. **DISCLAIMER.** Holder does not represent the interests of Grantor. Holder has advised Grantor to have the document reviewed by Grantor's attorney, and Grantor has had ample opportunity to do so. Holder makes no representation as to whether this Conservation Easement qualifies for a charitable deduction or if it is in the proper form for that purpose, in the event Grantor claims a charitable gift deduction on its federal or state income tax returns.

28. **SUBSEQUENT ACTIVITIES: NO REPRESENTATIONS OR WARRANTIES.** Permission to carry out any proposed use or activity will not constitute consent to any subsequent use or activity of the same or any different nature, unless explicitly included in said permission. Likewise, permission by the Holder to carry out, or failure by the Holder to object to, or any language in this Conservation Easement that allows any proposed use or activity or designates a specific area of the Property where the use or activity is to be conducted, will not be deemed to constitute any representation or warranty by the Holder regarding the use or activity, including, without limitation, the fitness of the Property for the use or activity or the legality of the use or activity.

29. **MERGER.** The parties agree that the terms of this Conservation Easement shall survive any merger of the fee and Conservation Easement interests in the Property.

30. **DEFINITIONS.**

- 30.1 **Structure.** The term "Structure" shall mean a building or other enclosed space with walls and a roof that provides shelter or housing or provides working, office, parking, display space or sales space, and which includes, but is not limited to, houses, barns, sheds, cabins, garages, well-houses, temporary living quarters, and mobile homes.
- 30.2 **Improvement.** The term "Improvement" shall mean a man-made improvement, other than a fence, defined "Road Improvement," or defined "Structure," such as a dock, picnic pavilion, billboard, advertising sign, other sign, or utility tower.
- 30.3 **Road Improvement.** The term "Road Improvement" shall mean an upgrade in the condition of an existing constructed road or trail, created for the purpose of vehicle or equipment travel.

IN WITNESS WHEREOF, Grantor and Holder have this document the day and year first above written.

GRANTOR:

HOLDER:

The Sheridan Community Land Trust a non-profit corporation under the State of Wyoming.

By: 2M Farms, LLC

By: Brad Bauer

Signature: [Signature]
Its: Michael Steven Mitzel, Manager

Signature: [Signature]
Its: Executive Director

STATE OF WY
COUNTY OF Sheridan) ss.

The foregoing instrument was acknowledged before me this 4th day of November, 2021
by Michael Steven Mitzel, Manager of 2M Farms, LLC.



[Signature]
(Notary's official signature)
5-13-22
(Commission expiration date)

STATE OF WY
COUNTY OF Sheridan) ss.

The foregoing instrument was acknowledged before me this 4th day of November, 2021
by Brad Bauer, Executive Director of the Sheridan Community Land Trust, a Wyoming nonprofit corporation.



[Signature]
(Notary's official signature)
5-13-22
(Commission expiration date)



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FEES: \$75.00 PK EASEMENT
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

Exhibit A
Property Description

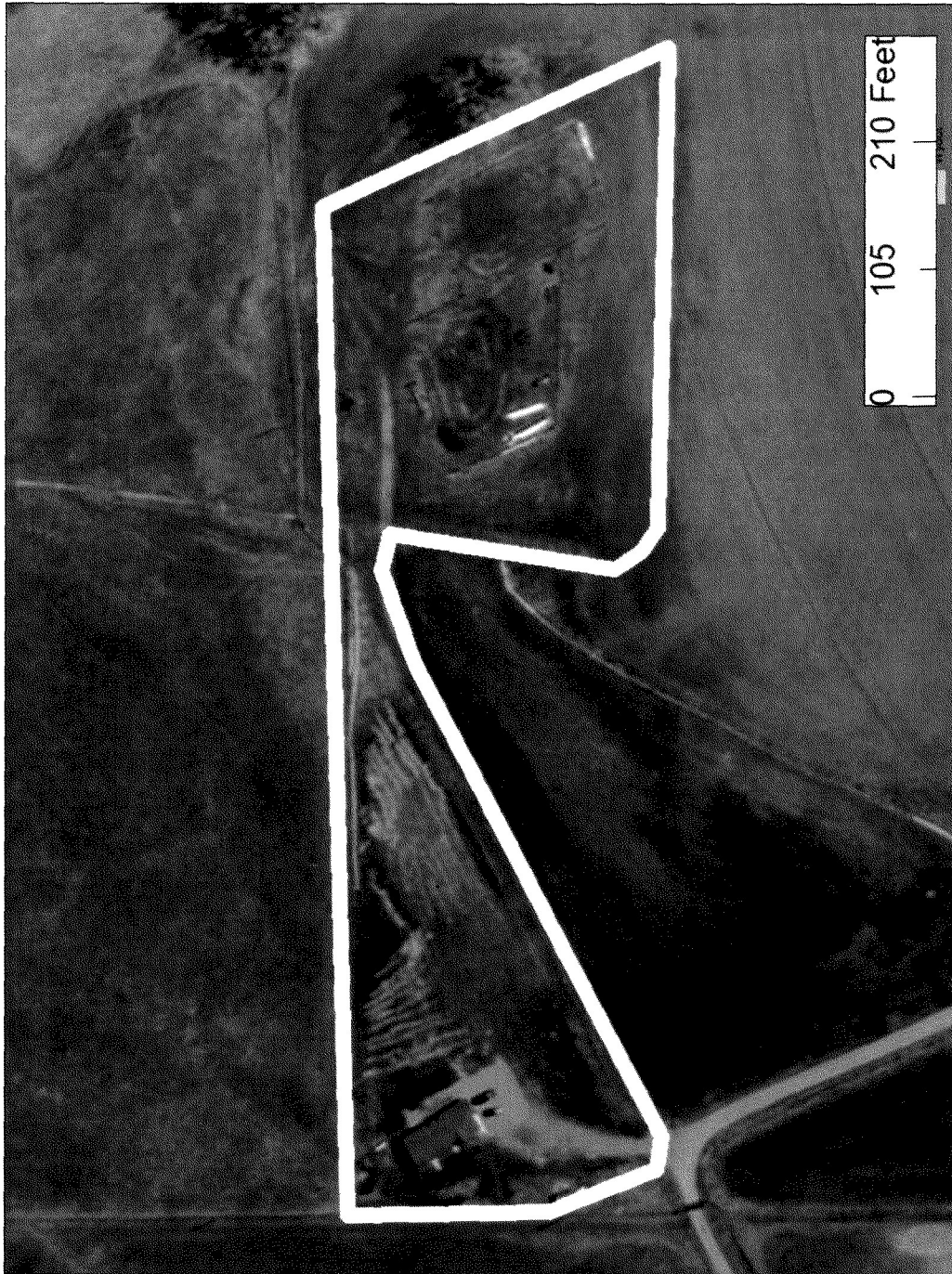
Township 55 North, Range 78 West of the 6th P.M., Sheridan County, Wyoming:
That part of Resurvey Tract No. Sixty-five (65), which was originally described as:
Section 15: S1/2SW1/4
Section 22: N1/2NW1/4
That part of Resurvey Tract No. Sixty-six (66), which was originally described as:
Section 16: S1/2SE1/4
That part of Resurvey Tract No. Eighty (80), which was originally described as:
Section 21: N1/2NE1/4, N1/2S1/2NE1/4, NE1/4NW1/4, N1/2SE1/4NW1/4

Exhibit B
Map of Property and Building Envelopes

Impervious surface is limited by Section 3. The maximum impervious surface is 2% of the property. Upon closing total impervious surface = 42,800 square feet; Total allowed is 2% = 8.4 acres (366,000 square feet).



North Building Envelope – 4.2 acres





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FEES: \$75.00 PK EASEMENT
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

South Building Envelope – 8.5 acres



NO. 2021-773880 EASEMENT
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
WILCOX AGENCY
SHERIDAN WY 82801