

2022-777211 3/23/2022 1:32 PM PAGE: 1 OF 2 FEES: \$15.00 PK NOTICE EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

<u>DEED RESTRICTION</u> <u>CONSERVATION LOTS OF FREEDOM RANCH SUBDIVISION</u>

DECLARATION OF RESTRICTIVE COVENANTS FOR CONSERVATION

THIS DECLARATION OF RESTRICTIVE COVENANTS FOR CONSERVATION (hereinafter "Declaration") made this 23rd day of March, 2022, by Freedom Ranch, LLC, a Wyoming limited liability company (hereinafter "Grantor");

WITNESSETH

WHEREAS, Grantor is the fee simple owner of certain tracts of land located in Sheridan County, Wyoming known as Freedom Ranch Subdivision, as set forth in filing of Plat on <u>3イパーみる</u> as Instrument <u>2682-777268</u> ("Property").

WHEREAS, Sheridan County and Grantor have agreed that the Grantor would make a portion of the Property, more specifically Conservation Lot A and Conservation Lot B, hereinafter referred to as the "Conservation Area(s)" subject to the conservation-based covenants described in this Declaration as a condition of the Sheridan County approval of the final Subdivision plat; and

WHEREAS, the Grantor agrees to the creation of these conservation-based covenants and intends the Conservation Areas shall be preserved and maintained in accordance with the covenants in perpetuity;

NOW, THEREFORE, in consideration of the mutually-held interests in preservation of the environment, as well as the terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of Wyoming, Grantor does agree to the following terms and conditions:

- A. Conservation Lot A will be owned and maintained by the owner of Lot 10 in the Freedom Ranch Subdivision.
- B. Conservation Lot B will be owned and maintained by the owner of Lot 1 in the Freedom Ranch Subdivision.
- C. The Conservation Areas can only be used for agriculture, open space, forestry, on-commercial greenhouses and non-motorized recreational uses.
- D. Conservation Lot A is limited to a total of 12 AUMs and Conservation Lot B is limited to 8 AUMS and both lots must be managed in a way as to not damage the Conservation Areas or cause a nuisance to the surrounding area.
- E. The individual owners of the Conservation Area may enjoy their individual Conservation Lot through non-motorized activities and may grant permission to others to use their lands for recreational activities or agricultural activities.
- F. No firearms shall be discharged on the Conservation Area but bow hunting may be allowed upon permission from the owner of the individual Conservation Lot.
- G. The natural drainage areas will be maintained to prevent erosion and the retention pond on the SE corner of Conservation Lot B will be maintained to help control flooding of neighboring properties.
- H. The fee owner of the Conservation Lots will be responsible for their respective Conservation Lot for all costs of maintaining the lot and will follow any recommendations that are provided by the Sheridan County Weed and Pest.
- The Conservation Areas have been used for hay production and grazing and it is the intent to maintain the open character and agricultural viability of the Conservation Area.
- J. Sheridan County officials will have access to inspect the Conservation Areas.
- K. If the fee owners are not maintaining the Conservation Areas in a manner that is prescribed by the Sheridan County Weed and Pest, then Sheridan County may at its sole but reasonable discretion, assume responsibility for the maintenance and any cost associated with this maintenance can be charged to the Fee owner and shall become a lien on the property if not paid.
- L. The Grantor, fee owners of the Conservation Areas and Sheridan County all allowed to enforce the terms of this Declaration by appropriate legal proceedings so as to prevent any activity on or use of the Conservation Areas that is inconsistent with the purpose of this Declaration and to require the restoration of such areas or feature of the Conservation Areas that may be damaged by any inconsistent activity or use.



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This Declaration shall remain in effect in perpetuity, shall run with the land regardless of the ownership or use, and is binding upon all subsequent declarants, their heirs, executors, administrators, successors, representatives, devisees and assigns.

This Declaration will not prevent the Grantor; subsequent property owners and the personal representatives, heirs, successors and assigns from making use of the Conservation Areas that are not expressly prohibited herein and are not inconsistent with the purpose of this Declaration.

The Grantor agrees to record this Declaration in the Land Records of Sheridan County, Wyoming and provide Sheridan County proof of said recording.

IN WITNESS WHEREOF said GRANTOR has executed this Declaration the day and year first above written.

Todd Greig, Managing Manager of Freedom Ranch, LLC

STATE OF WYOMING

COUNTY OF SHERIDAN)

On 323, before me, a Notary Public for the State of Wyoming aforesaid, personally appeared Todd Greig as Manager of Freedom Ranch, LLC, and that he as Manager of Grantor, being authorized to do so, executed, in my presence, the foregoing Declaration for the purposes herein contained.

IN WITNESS WHEREOF, I have set my hand and official seal

Notary Public

My Commission Expires:

SHANTE MESSICH NOTARY PUBLIC COUNTY OF SHERIDAN STATE OF WYOMING