

## RIGHT-OF-WAY AND ACCESS AGREEMENT

This agreement is made and entered into between **Prairie Dog Ranch, Inc.**, a Wyoming close corporation, by and through its undersigned duly authorized officer, whose address is 538 Wyarno Road, Sheridan, Wyoming 82801 (referred to herein as "Grantor"), and **First Interstate Bank, Sheridan, Wyoming, as Personal Representative of the Estate of Corlies Clayburgh, a/k/a "Corky" Clayburgh, deceased**, and its successors and assigns, whose address is P.O. Box 2007, Sheridan, Wyoming 82801 (referred to herein as "Grantee").

WHEREAS, Grantee owns the following-described lands, which are hereafter referred to as "Grantee's Lands":

**See Exhibit "A", attached hereto and by reference incorporated herein.**

WHEREAS, Grantor owns the following-described lands, which are referred to as "Grantor's Lands"):

**See Exhibit "B", attached hereto and by reference incorporated herein.**

WHEREAS, pursuant to the terms and conditions contained herein, Grantee desires to obtain a right-of-way over and across Grantor's Lands, using an existing two-track road and bridge.

WHEREAS, attached as **Exhibit "C", attached hereto and by reference incorporated herein**, is the legal description, prepared by a professional land surveyor, showing the location of the right-of-way to be granted by Grantor to Grantee under this agreement.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

### **1. Grant of Easement.**

In exchange for Grantee conveying certain of Grantee's Lands as a boundary adjustment between the lands of the parties hereto, Grantor hereby grants to Grantee, its successors and assigns, a private, nonexclusive right to travel on lands of Grantor, described in attached Exhibit "C", for a perpetual term, subject to the terms and conditions contained herein. This right-of-way shall be forty (40) feet in width. The parties hereto likewise agree that a certain fence line currently existing on the ground along the parties' common boundary is merely a fence of convenience and is not located on the actual boundary line. The parties agree that such fence line may be relocated to the proper actual boundary line, at the sole expense of the Grantee.

### **2. Scope of Easement.**

This right-of-way shall provide for ingress and egress to Grantee's Lands, by Grantees, it's invitees, agents, employees and successors in interest, for agricultural and residential purposes only.

### **3. Gates.**

Grantee will ensure that all of Grantor's gates to such right-of-way are kept shut when not in immediate use.

### **4. Assignment.**

The rights herein granted may be assigned in whole or in part, and the terms, conditions, and provisions hereof shall extend to and be binding upon the successors and assigns of the parties hereto; provided, however, no assignment shall be construed as releasing the Grantee or any of its assigns from any obligations set forth herein. In the event this agreement is transferred or assigned, Grantee shall provide written notice of such assignment to Grantor.

5. **Miscellaneous.**

- a. This agreement constitutes the entire agreement between the parties hereto, and may be altered, amended or repealed only by a written instrument signed by both parties, and attached hereto. The parties acknowledge that there were no verbal agreements or representations made by the other party, which are not stated in writing in this agreement, in order to induce the other party to enter into this agreement.
- b. This agreement is binding upon, and inures to the benefit of, the successors and assigns of the parties hereto, and the right-of-way granted herein is for the benefit of, appurtenant to, and shall run with the Grantee's Lands.
- c. Grantor does not warrant title to the Grantor's Lands, and the right-of-way and access of Grantor's Lands is granted subject to all existing rights, mortgages, liens, and rights of record.

Dated this 5 day of Oct, 2017.

Grantor:

Prairie Dog Ranch, Inc., a  
Wyoming corporation

By: Robyn C. Koltiska

Title: Robyn C. Koltiska - President

Grantee:

Estate of Corlies Clayburgh, a/k/a  
"Corky" Clayburgh, deceased

First Interstate Bank, Sheridan,  
Wyoming, Personal Representative:

By: Robert L. Leibrich

Robert L. Leibrich  
Title: V.P. Wealth Advisor

By: Susan Pantle

Susan Pantle  
Title: Trust Specialist

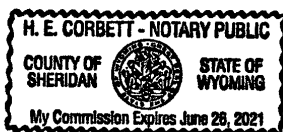
STATE OF WYOMING           )  
                                          : ss.  
COUNTY OF SHERIDAN       )

Subscribed and sworn to before me this 5 day of OCTOBER, 2017, by  
Robyn C. Koltiska, as President of **Prairie Dog Ranch, Inc., a Wyoming corporation.**

Witness my hand and official seal.

[Signature]  
Notary Public

My Commission Expires: \_\_\_\_\_



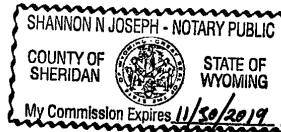
STATE OF WYOMING )  
 : ss.  
COUNTY OF SHERIDAN )

Subscribed and sworn to before me this 11 day of October, 2017, by  
**Robert L. Leibrich, as V.P. Wealth Advisor for First Interstate Bank, Sheridan,  
Wyoming, the Personal Representative of the Estate of Corlies Clayburgh, a/k/a  
"Corky" Clayburgh, deceased.**

Witness my hand and official seal.

  
Notary Public

My Commission Expires: 11/30/2019



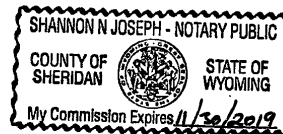
STATE OF WYOMING )  
 : ss.  
COUNTY OF SHERIDAN )

Subscribed and sworn to before me this 11 day of October, 2017, by  
**Susan Pantle, as Trust Specialist for First Interstate Bank, Sheridan, Wyoming, the  
Personal Representative of the Estate of Corlies Clayburgh, a/k/a "Corky"  
Clayburgh, deceased.**

Witness my hand and official seal.

  
Notary Public

My Commission Expires: 11/30/2019



**EXHIBIT "A"**

**TO RIGHT-OF-WAY AND ACCESS AGREEMENT**

**Grantor:** Prairie Dog Ranch, Inc., a Wyoming close corporation

**Grantee:** First Interstate Bank, Sheridan, Wyoming, as Personal Representative of the Estate of Corlies Clayburgh, a/k/a "Corky" Clayburgh, deceased

**Grantee's Lands Legal Description:**

**Parcel One:**

A tract of land situated in the SE $\frac{1}{4}$ NW $\frac{1}{4}$  and the NE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 31, Township 56 North, Range 83 West, 6th P.M., Sheridan County, Wyoming; said tract of land being more particularly described as follows:

Commencing at the west quarter corner of said Section 31 (Monumented with a 3 $\frac{1}{4}$ " Aluminum Cap per PLS 2608); thence N89°35'36"E, 1286.19 feet to the **POINT OF BEGINNING** of said tract, said point being an angle point on the south line of a tract of land described in Book 391 of Deeds, Page 519 (Monumented with a 1" Plastic Cap per PLS 5300); thence S86°35'04"E, 521.69 feet along the south line of said tract described in Book 391 of Deeds, Page 519 to a point, said point being the southeast corner of said tract described in Book 391 of Deeds, Page 519 (Monumented with a 1" Plastic Cap per PLS 5300); thence, continue S86°35'04"E, 155.72 feet to a point, said point lying on the north line of said NE $\frac{1}{4}$ SW $\frac{1}{4}$  (Monumented with a 2" Aluminum Cap per PLS 6812); thence S89°05'18"E, 590.12 feet along said north line of the NE $\frac{1}{4}$ SW $\frac{1}{4}$  to a point (Monumented with a 2" Aluminum Cap per PLS 6812); thence S01°21'19"W, 90.57 feet along an existing fence line to a point, said point being the northwest corner of a tract of land described in Book 161 of Deeds, Page 107; thence, continue S01°21'19"W, 65.48 feet along the west line of said tract described in Book 161 of Deeds, Page 107 to a point (Monumented with a 2" Aluminum Cap per PLS 6812); thence S65°03'19"W, 108.11 feet along said west line of said tract described in Book 161 of Deeds, Page 107 to a point (Monumented with a 2" Aluminum Cap per PLS 6812); thence S48°00'19"W, 101.27 feet along said west line of said tract described in Book 161 of Deeds, Page 107 to a point (Monumented with a 2" Aluminum Cap per PLS 6812); thence S17°45'39"W, 284.08 feet along said west line of said tract described in Book 161 of Deeds, Page 107 to a point (Monumented with a 2" Aluminum Cap per PLS 6812); thence S38°38'32"W, 60.97 feet along said west line of said tract described in Book 161 of Deeds, Page 107 to a point, said point lying on the north line of a tract of land described in Book 186 of Deeds, Page 425 (Monumented with a 2" Aluminum Cap per PLS 6812); thence N89°00'43"W, 944.59 feet along said north line of said tract described in Book 186 of Deeds, Page 425 to a point, said point being the northwest corner of said tract described in Book 186 of Deeds, Page 425 (Monumented with a 2" Aluminum Cap per PLS 6812); thence N01°51'13"W, 621.30 feet along an existing fence line to the **POINT OF BEGINNING** of said tract.

Said tract contains 15.32 acres of land, more or less.

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

**Parcel Two:**

A tract of land situated in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$  of Section 31 and the NW $\frac{1}{4}$ SW $\frac{1}{4}$ , Section 32, Township 56 North, Range 83 West, 6th P.M., Sheridan County, Wyoming; said tract of land being more particularly described as follows:

Commencing at the west quarter corner of said Section 32 (Monumented

with a 3¼" Aluminum Cap per PLS 2608); thence S00°06'37"E, 103.98 feet along the west line of said NW¼SW¼ to the **POINT OF BEGINNING** of said tract, said point lying on an existing fence line (Monumented with a 2" Aluminum Cap per PLS 6812); thence S88°46'53"E, 1176.00 feet along an existing fence line to a point (Monumented with a 2" Aluminum Cap per PLS 6812); thence N06°52'19"W, 97.60 feet along an existing fence line to a point (Monumented with a 2" Aluminum Cap per PLS 6812); thence S88°46'10"E, 179.00 feet along an existing fence line to a point, said point lying on the east line of said NW¼SW¼ (Monumented with a 2" Aluminum Cap per PLS 6812); thence S00°12'29"E, 581.10 feet along said east line of said NW¼SW¼ to a point (Monumented with a 2" Aluminum Cap per PLS 6812); thence N88°56'52"W, 1173.34 feet along an existing fence line to a point (Monumented with a 2" Aluminum Cap per PLS 6812); thence S11°00'22"E, 82.00 feet along an existing fence line to a point (Monumented with a 2" Aluminum Cap per PLS 6812); thence N88°36'56"W, 2383.35 feet along an existing fence line to a point (Monumented with a 2" Aluminum Cap per PLS 6812); thence N04°23'11"W, 60.16 feet along an existing fence line to a point (Monumented with a 2" Aluminum Cap per PLS 6812); thence N89°00'43"W, 574.61 feet along the north line of a tract of land described in Book 489 of Deeds, Page 507 to a point, said point being the southeast corner of a tract of land described in Book 161 of Deeds, Page 107 (Monumented with a 2" Aluminum Cap per PLS 6812); thence N21°22'23"E, 311.08 feet along the east line of said tract described in Book 161 of Deeds, Page 107 to a point (Monumented with a 2" Aluminum Cap per PLS 6812); thence N72°20'14"E, 168.31 feet along said east line of said tract described in Book 161 of Deeds, Page 107 to a point (Monumented with a 2" Aluminum Cap per PLS 6812); thence N30°06'46"W, 183.61 feet along said east line of said tract described in Book 161 of Deeds, Page 107 to a point, said point being the northeast corner of said tract described in Book 161 of Deeds, Page 107 (Monumented with a 2" Aluminum Cap per PLS 6812); thence S89°15'02"E, 527.00 feet along an existing fence line to a point (Monumented with a 2" Aluminum Cap per PLS 6812); thence S52°00'01"E, 20.00 feet along an existing fence line to a point (Monumented with a 2" Aluminum Cap per PLS 6812); thence S89°15'02"E, 679.50 feet along an existing fence line to a point (Monumented with a 2" Aluminum Cap per PLS 6812); thence N60°07'36"E, 48.00 feet along an existing fence line to a point (Monumented with a 2" Aluminum Cap per PLS 6812); thence N89°17'43"E, 318.00 feet to a point (Monumented with a 2" Aluminum Cap per PLS 6812); thence S31°47'16"E, 51.00 feet along an existing fence line to a point (Monumented with a 2" Aluminum Cap per PLS 6812); thence N89°51'30"E, 400.00 feet along an existing fence line to a point (Monumented with a 2" Aluminum Cap per PLS 6812); thence S88°46'53"E, 584.01 feet along an existing fence line to the **POINT OF BEGINNING** of said tract.

Said tract contains 49.52 acres of land, more or less.

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



**EXHIBIT "B"**

**TO RIGHT-OF-WAY AND ACCESS AGREEMENT**

**Grantor:** Prairie Dog Ranch, Inc., a Wyoming close corporation  
**Grantee:** First Interstate Bank, Sheridan, Wyoming, as Personal Representative of the Estate of Corlies Clayburgh, a/k/a "Corky" Clayburgh, deceased

**Grantor's Lands Legal Description (from Warranty Deed recorded November 14, 1967, Book 161 of Deeds, at Page 107):**

A tract of land situated in the NE $\frac{1}{4}$ SW $\frac{1}{4}$  and NW $\frac{1}{4}$ SE $\frac{1}{4}$  of Sec. 31, T. 56 N., R. 83 W., of the 6<sup>th</sup> P.M., Sheridan County, Wyoming, more generally described as follows:

Beginning at the center of said Section 31; thence along the following courses and distances:

S. 1°34' W. 68 feet to a point; S. 63°47' W. 100 feet to a point;  
S. 47°30' W. 100 feet to a point; S. 30°0' W. 100 feet to a point;  
S. 12°0' W. 230 feet to a point; East 218 feet to a point;  
N. 21°35' E. 305 feet to a point; N. 72°33' E. 165 feet to a point;  
N. 29°54' W. 180 feet more or less to a point; westerly 139 feet more or less to the point of beginning.



**EXHIBIT "C"**

**TO RIGHT-OF-WAY AND ACCESS AGREEMENT**

**Grantor:** Prairie Dog Ranch, Inc., a Wyoming close corporation  
**Grantee:** First Interstate Bank, Sheridan, Wyoming, as Personal Representative of the Estate of Corlies Clayburgh, a/k/a "Corky" Clayburgh, deceased

**Right-of-Way and Access Legal Description:**

An access easement forty (40) feet wide, being twenty (20) feet each side of the following described centerline situated in the NE $\frac{1}{4}$ SW $\frac{1}{4}$  and the NW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 31, Township 56 North, Range 83 West, 6th P.M., Sheridan County, Wyoming; the centerline of said access easement being more particularly described as follows:

Commencing at the west quarter corner of said Section 31 (Monumented with a 3 $\frac{1}{4}$ " Aluminum Cap per PLS 2608); thence S83°21'19"E, 2424.42 feet to the **POINT OF BEGINNING** of said easement, said point lying the west line of a tract of land described in Book 161 of Deeds, Page 107; thence S56°00'17"E, 226.43 feet along said centerline to the **POINT OF TERMINUS** of said easement, said point lying on the east line of said tract described in Book 161 of Deeds, Page 107 and being S83°08'26"W, 2705.07 feet from the east quarter corner of said Section 31 (Monumented with a 3 $\frac{1}{4}$ " Aluminum Cap per PLS 2608). Lengthening or shortening the side lines of said easement to intersect said boundary lines.

Said access easement contains 9,057 square feet of land, more or less.

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