

RIGHT OF WAY EASEMENT

THIS AGREEMENT made and entered into this 26 day of August, 1998, by and among Bruce E. Garber and Sonya Garber, to whom reference is made hereinafter as "PARTY A," B. Bradford Waters and Jacqueline L. Waters, to whom reference is made hereinafter as "PARTY B," Russell E. Perritt and Orlene M. Perritt, to whom reference is made hereinafter as "PARTY C," and Gerald F. Kaul and Rose M. Kaul, Trustees of the Gerald F. Kaul Trust Agreement dated July 12, 1991, to whom reference is made hereinafter as "PARTY D," all of Sheridan County, and State of Wyoming.

WITNESSETH, that:

WHEREAS, PARTY A is the owner of a tract of land situated in the S $\frac{1}{2}$ NE $\frac{1}{4}$ and the N $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 27, Township 55 North, Range 84 West of the Sixth Principal Meridian, Sheridan County, Wyoming, more particularly described as follows:

Beginning at a point which bears S 23°00'34" E a distance of 2927.53 feet from the North $\frac{1}{4}$ Corner of said Section 27, thence S 42°48'49" W for a distance of 50.60 feet; thence S13°32'01" W for a distance of 35.43 feet; thence S 42°57'26" E for a distance of 279.93 feet; thence N 55°52'07" E for a distance of 207.57 feet to a point on the East right-of-way line of Highway 87; thence along said right-of-way line, N 39°46'08" W for a distance of 411.06 feet to a point in the center of Little Goose Creek; thence following the centerline of Little Goose Creek for the following courses and distances; S 70°35'55" W for a distance of 33.87 feet; thence S 66°11'02" W for a distance of 33.61 feet; thence S 49°29'04" W for a distance of 24.87 feet; thence S 51°37'34" W for a distance of 56.11 feet; thence S 33°37'32" W for a distance of 31.74 feet; thence S 54°28'21" W for a distance of 30.28 feet; thence S 27°07'55" W for a distance of 36.56 feet; thence leaving the centerline of said Creek on a bearing of S88°22'57" E for a distance of 127.59 feet to the point of beginning.

WHEREAS, PARTY B is the owner of a tract of land situated in the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 27, Township 55 North, Range 84 West of the Sixth Principal Meridian, Sheridan County, Wyoming; more particularly described as follows:

Beginning at a point which bears S 23°00'34" E for a distance of 2,927.53 feet from the North $\frac{1}{4}$ Corner of said Section 27, this point of beginning also falls on the North line of a 15.00 acre tract of land described in Book 333 of Deeds, page 605, Sheridan County Clerk's Office, Sheridan County, Wyoming; this point of beginning bears N 88°22'57" W a distance of 154.59 feet from the Northeast Corner of said 15.00 acre tract; thence S 42°48'49" W for a distance of 50.60 feet along the centerline of an existing 15 foot wide easement described in Book of Deeds 314, Page 544, Sheridan County Clerk's Office, Sheridan County, Wyoming;

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thence continuing along said centerline S 13°32'01" W for a distance of 38.16 feet;
thence S 8°03'15" W for a distance of 110.06 feet;
thence S 12°39'56" W for a distance of 140.52 feet;
thence S 15°25'44" W for a distance of 165.38 feet to a point on the South line of the aforementioned 15.00 acre tract;
thence leaving the centerline of said easement and along the South line of said 15.00 acre tract on a bearing of S 88°22'57" E for a distance of 276.45 feet to the Southeast Corner of said 15.00 acre tract; thence N 1°23'31" E for a distance of 483.29 feet to the Northeast Corner of said 15.00 acre tract; thence N 88°22'57" W for a distance of 154.59 feet to the point of beginning.

WHEREAS PARTY C is the owner of a tract of land situated in the NW¼SE¼ of Section 27, Township 55 North, Range 84 West of the Sixth Principal Meridian, Sheridan County, Wyoming, more particularly described as follows:

Beginning at a point which bears S1°00'50"W a distance of 2661.39 feet from the North 1/4 corner of Section 27, thence S2°42'02" W a distance of 483.37 feet, thence S88°22'57"E a distance of 1357.52 feet; thence N1°23'31"E a distance of 483.29 feet; thence N88°22'57"W a distance of 1346.48 feet; to the point of beginning; except the above described property owned by GRANTOR B.

WHEREAS, PARTY D is the owner of a tract of land described as follows:

Township 55 North, Range 84 West, 6th P.M., Sheridan County, Wyoming:

Section 27: W 1/2 of SE 1/4 and all of the SE 1/4 SE 1/4 except a tract of land containing about one and one-half acres on the East side of the old County Road known as Sheridan-Bingham-Montana Road and described more fully as follows: Commencing at a point on the East line of said Section 27, about 772 feet North of the Southeast corner of said Section, where the West line of said County Road intersects the said section line; thence North along the Section line to the Northeast corner of said 40 acres; thence West along the North line of said 40 acres about 308 feet to the point where the West line of said County road intersects the North line of said 40 acres; thence in a southeasterly direction, following the West line of said County Road to the point of beginning;
except the above described parcels owned by PARTIES B and C.

and WHEREAS, the PARTIES B, C, and D desire rights-of-way to permit them, their heirs, successors in interest and assignees to have ingress and egress to lands owned by PARTIES B, C, and D, as described above;

NOW THEREFORE, in consideration of the above and foregoing, and in further consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid to PARTIES A, B, and C, the receipt and sufficiency whereof is hereby acknowledged, PARTIES A, B, and C do hereby grant unto the PARTIES B, C, and D and to their heirs, successors in interest, and assigns, easements for rights-of-way located in Sheridan County, and State of Wyoming. PARTIES B, C, and D each shall have such

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an easement upon those portions of the following described property that each PARTY does not own in fee, to-wit:

A tract of land situated in the N $\frac{1}{2}$ SE $\frac{1}{4}$ and the S $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 27, Township 55 North, Range 84 West of the 6th P.M., Sheridan County, Wyoming, more particularly described as follows:

Beginning at a point, which is on the Westerly Right-of-Way line of U.S. Highway 87, and said point bearing S.26°13'32"E., a distance of 2991.4 feet from the North 1/4 corner of said Section 27; thence West a distance of 19.7 feet; thence N84°15'W. a distance of 80.0 feet; thence S86°W. a distance of 52.0 feet; thence S.69°55'W. a distance of 44.0 feet to a point on the North line of a 15 acre tract of land, described in Book of Deeds 314, Page 545 thereof, Sheridan County Clerk's Office, Sheridan, Wyoming; thence along said North line, S88°22'57"E. a distance of 34.0 feet; thence leaving said North line, N.69°30'E. a distance of 9.0 feet; thence N.89°50'E. a distance of 51.0 feet; thence S87°30'E. a distance of 110.16 feet to a point on the Westerly Right-of-Way line of U.S. Highway 87; thence along said Right-of-Way line, N.39°46'W. a distance of 17.16 feet to the point of beginning.

and a tract of land 15 feet wide lying 7.5 feet on each side of a centerline described as follows:

Beginning at a point which bears S 23°00'34"E for a distance of 2,927.53 feet from the North $\frac{1}{4}$ Corner of said Section 27, this point of beginning also falls on the North line of a 15.00 acre tract of land described in Book 333 of Deeds, Page 605, Sheridan County Clerk's Office, Sheridan County, Wyoming; this point of beginning bears N 88°22'57"W a distance of 154.59 feet from the Northeast Corner of said 15.00 acre tract;

thence S 42°48'49" W for a distance of 50.60;
thence S 13°32'01" W for a distance of 38.16 feet;
thence S 8°03'15" W for a distance of 110.06 feet;
thence S 12°39'56" W for a distance of 140.52 feet;
thence S 15°25'44" W for a distance of 165.38 feet to a point on the South line of the aforementioned 15.00 acre tract.

This easement is granted to enable PARTIES B, C, and D and their heirs, successors in interest, and assigns, to have access to each of their lands as described above.

As additional consideration for this grant, PARTIES A, B, C, and D agree as follows:

1. PARTIES A, B, and C, their successors in interest and assigns reserve the right to use those portions of said access route located upon lands owned by themselves at all times.
2. The existing gate located across the easement upon the property owned by PARTY C may be maintained in its present location; however, no additional gates shall be constructed, placed or maintained at any location upon the easement.
3. No cattle guards shall be constructed or placed upon the easement unless such guards conform to standards established by the Wyoming Department of Transportation;

any and all such guards shall be maintained by the PARTY having constructed or placed such guard.

4. PARTIES B, C, and D, their heirs, successors in interest and assigns shall hold PARTIES A, B, and C, their successors in interest and assigns harmless from any and all liability for injury, death or property damage sustained by PARTIES B, C, and D, their heirs, successors in interest and assigns, or their employees or invitees on those portions of the easement not located upon each of their lands.

5. This easement and the covenants herein contained shall be construed as running with the lands for the private use and benefit of PARTIES B, C, and D, as grantees, their heirs, successors in interest and assigns.

6. All PARTIES expressly intend and agree that this easement and the covenants herein contained shall forever run with the land and bind the PARTIES A, B, and C, as grantors, their heirs, and successors and assigns.

7. In any controversy or claim arising out of or relating to this agreement, or breach thereof, any and all PARTIES hiring an attorney to enforce this agreement will be reimbursed for their reasonable attorney's fees and costs, by any other PARTY adjudged to have breached this agreement.

IN WITNESS WHEREOF, the undersigned have hereto set their hands and seals
this 26 day of August, 1998.

B. Bradford Waters
B. Bradford Waters

Jacqueline L. Waters
Jacqueline L. Waters

Russell E. Perritt
Russell E. Perritt

By: Orlene M. Perritt
Orlene M. Perritt

Attorney-in-Fact
For Russell E. Perritt

Orlene M. Perritt
Orlene M. Perritt

Gerald F. Kaul TTEE
Gerald F. Kaul, Trustee
The Gerald F. Kaul Trust,
dated July 12, 1991

Rose M. Kaul TTEE
Rose M. Kaul, Trustee
The Gerald F. Kaul Trust,
dated July 12, 1991

Bruce E. Garber
Bruce E. Garber

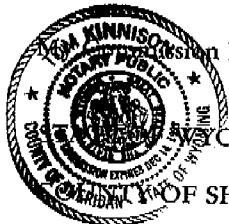
Sonya Garber
Sonya Garber

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STATE OF Wyoming)
COUNTY OF Sheridan) : SS

The foregoing instrument was acknowledged before me the 26th day of August, 1998, by Bruce E. Garber and Sonya Garber.

Tom Kinnison
NOTARY PUBLIC

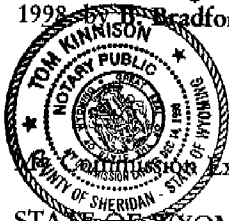


My Commission Expires: 12/14/99

STATE OF WYOMING)
COUNTY OF SHERIDAN) : SS

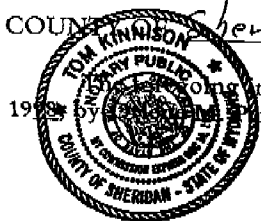
The foregoing instrument was acknowledged before me the 26th day of August, 1998, by Bradford Waters and Jacqueline L. Waters.

Tom Kinnison
NOTARY PUBLIC



My Commission Expires: 12/14/99

STATE OF WYOMING)
COUNTY OF Sheridan) : SS



The foregoing instrument was acknowledged before me the 26th day of August, 1998, by William E. Perritt.

Tom Kinnison
NOTARY PUBLIC

My Commission Expires: 12/14/99

STATE OF WYOMING)
COUNTY OF Sheridan) : SS

On this 26 day of August, 1998, personally appeared before me, Tom Kinnison, a Notary Public within and for the aforesaid County and State, Gerald F. Kaul and Rose M. Kaul, and after being duly sworn upon oath, Gerald F. Kaul and Rose M. Kaul did acknowledge that they were the Trustees of the Gerald F. Kaul Trust, created July 12, 1991, that the instrument herein was signed on behalf of said Trust by the authority vested in them under the terms of the written Trust instrument, and that the same is the free act and deed of said Trust.

WIT MY HAND AND OFFICIAL SEAL.




Tom Kinnison
NOTARY PUBLIC

My Commission Expires: 12/14/99

STATE OF WYOMING)
 : SS
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by **Orlene M. Perritt**, who acknowledged herself to be attorney-in-fact for **Russell E. Perritt** and acknowledged that she executed the same as the act of his principal for the purposes therein contained.

WITNESS my hand and official seal.


NOTARY PUBLIC



My Comm. Expires: 12/14/99

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