

ROAD AND UTILITY RIGHT-OF-WAY EASEMENT

THIS ROAD AND UTILITY RIGHT-OF-WAY EASEMENT is entered into this 15th day of December, 2011, by and between **DAVID J. NELSON and JANANN C. NELSON, husband and wife**, (herein referred to as "Owners of Tract 1"), **RODNEY D. HOLWELL and LINDA M. HOLWELL, husband and wife**, (herein referred to as "Owners of Tract 2", and **DENNIS L. NELSON and NANCY L. NELSON, husband and wife**, (herein referred to as "Owners of Tract 3").

Recitals of Fact

1. David J. Nelson and Janann C. Nelson are the owners of the following described lands, which are located in Sheridan County, Wyoming, herein referred to as "Tract 1", to-wit:

Tract 1:

A tract of land situated in E $\frac{1}{2}$ E $\frac{1}{2}$ of Section 8 and S $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 9, Township 55 North, Range 85 West, 6th P.M., Sheridan County, Wyoming, Record of Survey filed in Drawer "A" of Plats, Number "439", County Clerk's Office, Sheridan County Courthouse; said tract of land being more particularly described as follows:

BEGINNING at the northeast corner of said Section 8 (Monumented with a 3 $\frac{1}{4}$ " Aluminum Cap per PLS 2615); thence S00°14'06"W, 1306.37 feet along the east line of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 8 to a point (Monumented with a 3 $\frac{1}{4}$ " Aluminum Cap per PLS 2615), said point being the southeast corner of said NE $\frac{1}{4}$ NE $\frac{1}{4}$; thence N89°16'23"E, 1401.31 feet along the north line of said S $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 9 to a point (Monumented with a 2" Aluminum Cap per PLS 2615); thence S00°00'41"E, 1313.14 feet to a point (Monumented with a 2" Aluminum Cap per PLS 2615), said point lying on the south line of said S $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 9; thence S89°33'07"W, 1406.86 feet along said south line to a point (Monumented with a 3 $\frac{1}{4}$ " Aluminum Cap per PLS 2615), said point being the west quarter corner of said of Section 9; thence S00°14'12"W, 1236.04 feet along the east line of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 8 to a point (Monumented with a 2" Aluminum Cap per PLS 2615), said point lying on the southerly right-of-way line of Wyoming State Highway #331 (AKA Big Goose Highway); thence S78°17'21"W, 136.36 feet along said southerly right-of-way line to a point; thence, along said southerly right-of-way line through a non-tangent curve to the right, having a central angle of 11°22'57", a radius of 1677.02 feet, an arc length of 333.16 feet, a chord bearing of S84°05'34"W, and a chord length of 332.61 feet to a point; thence, along said southerly right-of-way line, S89°45'08"W, 458.85 feet to a point, (Monumented with a 2" Aluminum Cap per PLS 2615); thence, leaving said right-of-way line, S00°13'17"E, 280.83 feet to a point (Monumented with a 2" Aluminum Cap per PLS 2615); thence S86°08'05"W, 108.25 feet to a point (Monumented with a 2" Aluminum Cap per PLS 2615); thence S02°12'03"E, 271.40 feet to a point (Witnessed N02°12'03"W, 25.00 feet with a 2" Aluminum Cap per PLS 2615), said point lying on the centerline of a 20 foot wide Access Road Easement; thence S73°04'27"E, 119.25 feet along said centerline of a 20 foot wide Access Road Easement, to a point; thence S56°59'32"E, 138.23 feet along said centerline to a point; thence S45°17'14"E, 72.61 feet along said centerline to a point (Witnessed S02°13'54"W, 30.00 feet with a 2" Aluminum Cap per PLS 2615); thence, leaving said centerline, S02°13'54"W, 159.08 feet to a point (Witnessed N02°13'54"E, 30.00 feet with a 2" Aluminum Cap per PLS 2615), said point lying on the centerline of Big Goose Creek; thence S89°14'17"W, 165.28 feet along said

centerline to a point; thence N42°20'37"W, 50.63 feet along said centerline to a point; thence N81°47'45"W, 60.85 feet along said centerline to a point; thence S77°26'46"W, 223.41 feet along said centerline to a point; thence S50°25'31"W, 95.03 feet along said centerline to a point; thence S62°33'31"W, 50.53 feet along said centerline to a point (Witnessed N00°17'10"E, 50.00 feet with a 2" Aluminum Cap per PLS 2615), said point lying on the west line of said E½E½ of Section 8; thence, leaving said centerline of Big Goose Creek, N00°17'10"E, 966.09 feet along said west line of said E½E½ to a point (Monumented with a 2" Aluminum Cap per PLS 2615) lying on the southerly right-of-way of Big Goose Road, said point being the northwest corner of a tract of land described in Book 454 of Deeds, Page 28; thence N00°17'10"E, 80.02 feet along said west line of said E½E½ to a point lying on the northerly right-of-way line of said Wyoming State Highway #331 (Monumented with a 2" Aluminum Cap per PLS 2615); thence N00°17'10"E, 1221.06 feet along said west line to a point (Monumented with a ¾" Aluminum Cap per PLS 2615), said point being the southwest corner of the SE¼NE¼ of Section 8; thence N00°17'14"E, 2603.49 feet along said west line to a point (Monumented with a ¾" Aluminum Cap per PLS 2615), said point being the northwest corner of the NE¼NE¼ of Section 8; thence N89°34'23"E, 1331.54 feet along the north line of said NE¼NE¼ to the **POINT OF BEGINNING** of said tract.

Said tract contains **170.20 acres** of land, more or less.

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

2. Rodney D. Holwell and Linda M. Holwell are the owners of the following described lands which are also located in Sheridan County, Wyoming, herein referred to as "Tract 2", to-wit:

Tract 2:

A tract of land situated in the E½SE¼ of Section 8, SE¼NW¼, N½SW¼ and SW¼SW¼ of Section 9, NW¼NW¼ of Section 16 and NE¼NE¼ of Section 17, Township 55 North, Range 85 West, 6th P.M., Sheridan County, Wyoming, Record of Survey filed in Drawer "A" of Plats, Number "439", County Clerk's Office, Sheridan County Courthouse said tract of land being more particularly described as follows:

BEGINNING at the northwest corner of said Section 16 (Monumented with a ¾" Aluminum Cap per PLS 2615); thence N89°56'40"E, 1319.04 feet along the north line of said NW¼NW¼ to a point (Monumented with a ¾" Aluminum Cap per PLS 2615), said point being the northeast corner of said NW¼NW¼ of Section 16; thence S00°07'00"W, 930.10 feet along the east line of said NW¼NW¼ to a point (Monumented with a 2" Aluminum Cap per PLS 2615); thence N89°51'34"W, 1900.39 feet to a point (Monumented with a 2" Aluminum Cap per PLS 2615); thence N00°12'04"E, 927.14 feet to a point (Monumented with a 2" Aluminum Cap per PLS 2615) lying on the centerline of a 20 foot wide access road and utility easement, said point also lying on the south line of said Section 8; thence N02°21'09"W, 190.90 feet along said centerline of said 20 foot wide road and utility easement to a point; thence N23°17'41"W, 204.80 feet along said centerline to a point; thence N02°35'22"W, 54.69 feet along said centerline to a point; thence N15°18'50"W, 39.43 feet along said centerline to a point, said point lying on the centerline of Big Goose Creek; thence, leaving said 20 foot wide access road and utility centerline, N54°00'48"E, 5.41 feet along the centerline of Big Goose Creek to a point; thence N72°32'25"E, 154.51 feet along said centerline of Big Goose Creek to a point; thence N77°11'24"E, 64.74 feet along said centerline to a point; thence N47°52'17"E, 57.64 feet along said centerline to a point; thence

N22°50'59"E, 56.32 feet along said centerline to a point; thence N36°12'53"W, 39.93 feet along said centerline to a point; thence N18°27'51"W, 41.40 feet along said centerline to a point; thence N11°24'43"E, 49.42 feet along said centerline to a point; thence N36°33'38"E, 124.16 feet along said centerline to a point; thence N50°31'00"E, 53.71 feet along said centerline to a point; thence N65°41'00"E, 37.99 feet along said centerline to a point; thence N54°00'25"E, 126.82 feet along said centerline to a point; thence N89°51'25"E, 30.42 feet along said centerline to a point; thence, leaving said centerline of Big Goose Creek, N00°14'12"E, 27.59 feet to a point (Witnessed N00°14'12"E, 40.00 feet with a 2" Aluminum Cap per PLS 2615), and also being the northwest corner of the east 150 feet of the south 1000 feet of said SE¼SE¼ as described in Book 454 of Deeds, Page 32; thence N00°14'12"E, 127.67 feet to a point (Monumented with a 2" Aluminum Cap per PLS 2615); thence N89°42'07"W, 521.65 feet to a point (Monumented with a 2" Aluminum Cap per PLS 2615); thence S53°13'19"W, 102.26 feet to a point (Monumented with a 2" Aluminum Cap per PLS 2615); thence S76°05'01"W, 153.00 feet to a point (Monumented with a 2" Aluminum Cap per PLS 2615); thence S86°08'05"W, 19.07 feet to a point (Monumented with a 2" Aluminum Cap per PLS 2615); thence N00°13'17"W, 280.83 feet to a point, said point lying on the southerly right-of-way line of said Wyoming Highway #331 (AKA Big Goose Highway) (Monumented with a 2" Aluminum Cap per PLS 2615); thence N89°45'08"E, 458.85 feet along said southerly right-of-way line to a point (Monumented with a highway right-of-way monument, sta.103+85.38, 40' Rt.); thence, along said southerly right-of-way line through a non-tangent curve to the left, having a central angle of 11°22'57", a radius of 1677.02 feet, an arc length of 333.16 feet, a chord bearing of N84°05'34"E, and a chord length of 332.61 feet to a point (Monumented with a highway right-of-way monument, sta.107+10.62, 40' Rt.); thence N78°17'21"E, 136.36 feet along said southerly right-of-way line to a point (Monumented with a 2" Aluminum Cap per PLS 2615), said point lying on the west line of said N½SW¼ of Section 9; thence, leaving said southerly right-of-way line, N00°14'12"E, 1236.04 feet along the west line of said N½SW¼ of Section 9 to a point (Monumented with a 3¼" Aluminum Cap per PLS 2615), said point being the west quarter corner of said of said Section 9; thence N89°33'07"E, 1406.86 feet along the north line of said N½SW¼ to a point (Monumented with a 2" Aluminum Cap per PLS 2615); thence N00°00'41"W, 1313.14 feet to a point (Monumented with a 2" Aluminum Cap per PLS 2615), said point lying on the north line of said SE¼NW¼; thence N89°16'23"E, 1203.31 feet along said north line of said SE¼NW¼ to a point, said point being the northeast corner of said SE¼NW¼; thence S00°15'18"E, 1318.96 feet along the east line of said SE¼NW¼ to a point (Monumented with a 3¼" Aluminum Cap per PLS 2615), said point being the southeast corner of said SE¼NW¼ of Section 9; thence S00°15'18"E, 520.75 feet along the east line of said N½SW¼ of Section 9 to a point lying on the centerline of Wyoming Highway #331 (AKA Big Goose Highway), (said point Witnessed N00°15'18"W, 43.56 feet with a 2" Aluminum Cap per PLS 2615); thence S67°12'52"W, 625.66 feet along said centerline to a point; thence, along said centerline through a non-tangent curve to the right, having a central angle of 11°08'59", a radius of 1637.02 feet, an arc length of 318.57 feet, a chord bearing of S72°43'51"W, and a chord length of 318.06 feet to a point; thence S78°22'53"W, 756.98 feet along said centerline to a point (Witnessed S00°14'05"W, 41.12 feet with a 2" Aluminum Cap per PLS 2615); thence, leaving said centerline, S00°14'05"W, 927.98 feet to a point, (Witnessed N00°14'09"E, 5.00 feet with a 2" Aluminum Cap per PLS 2615 and also Witnessed N89°56'40"E, 55.00 feet with a 2" Aluminum Cap per PLS 2615); thence S89°56'40"W, 1000.01 feet to a point (Monumented with a 2" Aluminum Cap per PLS 2615), said point lying on the west line of said SW¼SW¼ of Section 9;

thence S00°14'02"W, 694.01 feet along said west line of the N½SW¼ to the **POINT OF BEGINNING** of said tract.

Said tract contains **167.17 acres** of land, more or less.

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

3. Dennis L. Nelson and Nancy L. Nelson are the owners of the following described lands which are also located in Sheridan County, Wyoming, herein referred to as "Tract 3".

Tract 3:

A tract of land situated in the SE¼SE¼ of Section 8, W½NW¼ of Section 16 and E½NE¼ of Section 17, Township 55 North, Range 85 West, 6th P.M., Sheridan County, Wyoming, Record of Survey filed in Drawer "A" of Plats, Number "439", County Clerk's Office, said tract of land being more particularly described as follows:

BEGINNING at the east quarter corner of said Section 17 (Monumented with a 1½" Aluminum Cap per PLS 2615); thence N89°02'45"W, 178.85 feet along a fence line to a point (Monumented with a 2" Aluminum Cap per PLS 2615), said point being the southeast corner of the Mountains & Meadows Minor Subdivision to Sheridan County; thence N00°59'34"E, 638.91 feet along the east line of said Mountains & Meadows Subdivision to a point (Monumented with a 2" Aluminum Cap per PLS 2615), said point being the northeast corner of Tract B of said Mountains & Meadows Minor Subdivision; thence S82°59'41"W, 162.10 feet along the northerly line of said Tract B, Mountains & Meadows Minor Subdivision to a point; thence S53°02'27"W, 196.04 feet along said northerly line to a point; thence S77°28'17"W, 87.05 feet along said northerly line to a point, said point being the northeast corner of Tract A of said Mountains & Meadows Minor Subdivision; thence S77°27'01"W, 108.08 feet along said northerly line to a point; thence S49°13'14"W, 142.17 feet along the northerly line of said Tract A to a point; thence S85°52'45"W, 217.03 feet along said northerly line to a point; thence S69°22'23"W, 119.26 feet along said northerly line to a point; thence S30°53'42"W, 168.08 feet along said northerly line to a point; thence S86°33'42"W, 119.69 feet along said northerly line to a point (Monumented with a 1½" Aluminum Cap per PLS 102), said point being the northwest corner of said Tract A; thence S01°01'26"W, 111.99 feet along the west line of said Tract to a point (Monumented with a 1½" Aluminum Cap per PLS 102), said point being the southwest corner of said Tract A; thence N88°59'45"W, 9.49 feet to a point, said point lying on the west line of said E½NE¼ of Section 17; thence N00°02'31"E, 2590.32 feet along said west line of said E½NE¼ to a point (Monumented with a 3¼" Aluminum Cap per PLS 2615), said point being the northwest corner of said E½NE¼; thence N00°17'10"E, 337.78 feet along the west line of said SE¼SE¼ of Section 8 to a point (Witnessed N00°17'10"E, 50.00 feet with a 2" Aluminum Cap per PLS 2615), said point lying in the center of Big Goose Creek; thence N62°33'31"E, 50.53 feet along the centerline of Big Goose Creek to a point; thence N50°25'31"E, 95.03 feet along said centerline to a point; thence N77°26'46"E, 223.41 feet along said centerline to a point; thence S81°47'45"E, 60.85 feet along said centerline to a point; thence S42°20'37"E, 50.63 feet along said centerline to a point; thence N89°14'17"E, 165.28 feet along said centerline to a point (Witnessed N02°13'54"E, 30.00 feet with a 2" Aluminum Cap per PLS 2615); thence, leaving the said Big Goose Creek, N02°13'54"E, 159.08 feet to a point (Witnessed S02°13'54"W, 30.00 feet with a 2" Aluminum Cap per PLS 2615), said point lying on the centerline of a 20 foot wide Access Road Easement; thence N45°17'14"W, 72.61 feet along said centerline of a 20 foot wide Access Road Easement to a point; thence

N56°59'32"W, 138.23 feet along said centerline to a point; thence N73°04'27"W, 119.25 feet along said centerline to a point (Witnessed N02°12'03"W, 25.00 feet with a 2" Aluminum Cap per PLS 2615); thence, leaving said centerline, N02°12'03"W, 271.40 feet to a point (Monumented with a 2" Aluminum Cap per PLS 2615); thence N86°08'05"E, 127.32 feet to a point (Monumented with a 2" Aluminum Cap per PLS 2615); thence N76°05'01"E, 153.00 feet to a point (Monumented with a 2" Aluminum Cap per PLS 2615); thence N53°13'19"E, 102.26 feet to a point (Monumented with a 2" Aluminum Cap per PLS 2615); thence S89°42'07"E, 521.65 feet to a point (Monumented with a 2" Aluminum Cap per PLS 2615); thence S00°14'12"W, 127.67 feet to a point (Witnessed N00°14'12"E, 40.00 feet with a 2" Aluminum Cap per PLS 2615) and also being the Northwest Corner of the East 150 feet of the South 1000 feet of said SE¼SE¼ as described in Book 454 of Deeds, Page 32; thence S00°14'12"W, 27.59 feet to a point lying on the centerline of said Big Goose Creek; thence S89°51'25"W, 30.42 feet along the centerline of said Big Goose Creek to a point; thence S54°00'25"W, 126.82 feet along said centerline to a point; thence S65°41'00"W, 37.99 feet along said centerline to a point; thence S50°31'00"W, 53.71 feet along said centerline to a point; thence S36°33'38"W, 124.16 feet along said centerline to a point; thence S11°24'43"W, 49.42 feet along said centerline to a point; thence S18°27'51"E, 41.40 feet along said centerline to a point; thence S36°12'53"E, 39.93 feet along said centerline to a point; thence S22°50'59"W, 56.32 feet along said centerline to a point; thence S47°52'17"W, 57.64 feet along said centerline to a point; thence S77°11'24"W, 64.74 feet along said centerline to a point; thence S72°32'25"W, 154.51 feet along said centerline to a point; thence S54°00'48"W, 5.41 feet along said centerline to a point, said point lying on the centerline of said 20 foot wide Access Road Easement; thence, leaving the said centerline of Creek, S15°18'50"E, 39.43 feet along said centerline of the 20 foot wide Access Road Easement to a point; thence S02°35'22"E, 54.69 feet along said centerline to a point; thence S23°17'41"E, 204.80 feet along said centerline to a point; thence S02°21'09"E, 190.90 feet along said centerline to a point (Monumented with a 2" Aluminum Cap per PLS 2615), said point lying on the south line of said Section 8; thence, leaving said centerline, S00°12'04"W, 927.14 feet to a point (Monumented with a 2" Aluminum Cap per PLS 2615); thence S89°51'34"E, 1900.39 feet to a point (Monumented with a 2" Aluminum Cap per PLS 2615), said point lying on the east line of said W½NW¼ of Section 16; thence S00°07'00"W, 1710.10 feet along the east line of said W½NW¼ to a point, said point being the southeast corner of said W½NW¼, Section 16 (Monumented with a 3¼" Aluminum Cap per PLS 2615); thence N89°40'54"W, 1322.92 feet along the south line of said W½NW¼ to the **POINT OF BEGINNING** of said tract.

Said tract contains **124.45 acres** of land, more or less.

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

4. Tracts 1, 2 and 3 are all contiguous.
5. There is an existing road which runs from the Big Goose Highway across Tract 1 to the boundary line between Tracts 2 and 3, and then along said boundary line to the South line of Section 8, Township 55 North, Range 85 West, 6th P.M.
6. The owners of all three tracts have agreed to provide reciprocal easements to each other along said existing road for the purposes of providing ingress and egress and for the installation and maintenance of utilities.

7. The easement granted herein shall be for the benefit of, and shall burden, all three tracts. **Each of the three Tracts shall be both a dominant estate and a servient estate.**

8. Despite certain Quitclaim Deeds that the parties recently executed and delivered to each other, the parties intend that the road and utility access should continue on the following terms and conditions.

Agreement

IN CONSIDERATION of the mutual covenants and conditions set forth below, the parties agree as follows:

I. Grants of Road and Utility Easements: DAVID J. NELSON and JANANN C. NELSON, husband and wife; RODNEY D. HOLWELL and LINDA M. HOLWELL, husband and wife; and DENNIS L. NELSON and NANCY L. NELSON, husband and wife each grant and convey to the others, their successors and assigns, a right-of-way easement that is described below, to use the existing road for the purpose of obtaining ingress and egress to the dominant estate; and further grant unto each other the right to use the right-of-way easement for the installation of underground utilities. Said right-of-way is described as follows:

An access road for ingress and egress and utility easement, twenty (20) feet wide, being ten (10) feet each side of the following described centerline situated in the E $\frac{1}{2}$ SE $\frac{1}{4}$, Section 8, Township 55 North, Range 85 West, 6th P.M., Sheridan County, Wyoming; said centerline being more particularly described as follows:

Commencing at the southeast corner of said Section 8; thence N89°42'22"W, 580.00 feet to the **POINT OF BEGINNING** of said easement, said point lying on the south line of said E $\frac{1}{2}$ SE $\frac{1}{4}$; thence N02°19'51"W, 190.90 feet along said centerline to a point; thence N23°17'41"W, 204.80 feet along said centerline to a point; thence N02°35'22"W, 54.69 feet along said centerline to a point; thence N15°18'50"W, 95.12 feet along said centerline to a point; thence N29°27'24"W, 73.35 feet along said centerline to a point; thence N45°17'14"W, 72.61 feet along said centerline to a point; thence N56°59'32"W, 138.23 feet along said centerline to a point; thence N73°04'27"W, 179.38 feet along said centerline to a point; thence N39°43'20"W, 119.97 feet along said centerline to a point; thence N01°42'54"E, 448.80 feet along said centerline to the **POINT OF TERMINUS** of said easement, said point lying on the south right-of-way line of Big Goose Road, AKA Wyoming State Highway No. 131 and being N40°52'34"W, 1734.14 feet from the southeast corner of said Section 8.

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

II. Duration of Easement: The easement granted above shall last until terminated. Any part of the easement may be terminated in any one of the following ways:

A. **Agreement:** The parties may terminate any part, or all, of the easement by agreement.

B. **Abandonment:** Any part of the easement shall be terminated upon the abandonment of the easement by the owners of the dominant estates.

C. **Default:** If the owners of the dominant estates fail to abide by the terms and conditions of this agreement, the easement to that estate shall terminate as set forth in the paragraph entitled Default, below.

III. **Improvements:** It is the intent of the parties that the existing road shall not be improved by the owners of the dominant estates beyond that condition that it was in at the inception of this Agreement without the express permission of the owner of the servient estate. Improvements which are expressly prohibited without such permission include, but are not limited to, increasing of the road width, grading or surfacing of the road top, installation of culverts, cattle guards, gravel or fences.

IV. **Installation of Utilities:** The owners of the dominant estates may install telephone, electrical, water, natural gas, and other utilities commonly used in association with residential dwellings or ranching operations. Such utilities shall, to the extent possible, be installed between the edge of the road top and the edge of this right-of-way.

V. **Uses of Roads:** The roads may be used by the owners of the dominant estates, their agents and business invitees, for access to the residential dwellings on the dominant estates, for the transportation of livestock and ranching materials and equipment to and from the dominant estate, for the care of livestock on the dominant estate and for general ranch purposes. The road shall not be used for any mineral development operations without the express permission of the owner of the servient estate. It is the intent of the parties that the burden on the servient estate shall not be increased and that the road shall be used for only the purposes and in the manner that it was historically used. The owners of the dominant estates will not use the roads in any manner which will adversely affect the servient estate without the express permission of the owner of the servient estate. **The owners of the dominant estates will confine their travel to the existing road which is described. In the event that any owner of a dominant estate, its agents or invitees leaves the existing road for any reason, the said owner shall be liable to and shall indemnify the owner of the servient estate from any damages resulting therefrom.**

V. **Maintenance of Roads and Utilities:** The cost of normal maintenance of the road shall be born by Grantors and Grantees equally. The owners of the dominant estates shall not litter or dispose of debris along the easement. In addition, each party shall immediately repair any damage to the road, any of the surrounding property, any fence, gate or cattle guard or other improvement resulting from that party's use of the road. The owners of the servient estates shall be liable for any damage to the owners of any dominant estate resulting from a failure to comply with this provision.

VI. **Gates and Livestock:** Each owner shall keep all gates closed so as to prevent the escape of livestock and will refrain from disturbing the livestock of any owner of a servient estate or their tenants. The owners of the dominant estates shall be liable for any damage incurred by the owner of any servient estate resulting from a failure to comply with this provision by the owners of the dominant estates.

VII. **Hunting:** The owners of Tracts 1, 2 and 3 shall not hunt or allow their agents, guests or invitees to hunt from the right-of-way except where it crosses their own land, and the Grantees shall take all affirmative actions which are necessary or helpful to prevent their agents, guests or invitees from engaging in such prohibited activities.

VIII. **Liability from Use of Road:** The owners of each dominant estate hereby release, waive discharge the each owner of a servient estate, their successors and assigns, from any and all liability, loss or damages, and further agrees to indemnify, defend and hold each owner of a servient estate harmless against such liability, whether or not caused by such owner's negligence, arising from his or her use of the easement across the servient estate.

IX. **Warranties:** The owners of the servient estates do not warrant that they have clear or marketable title to the servient estate. This Easement is granted "as is, where is".

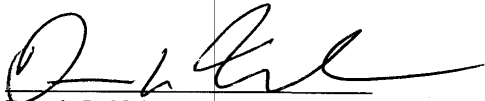
X. **Default:** In the event that either party defaults in its obligations under this agreement, the nondefaulting party shall notify the defaulting party of the default. The defaulting party shall cure the default as quickly as is reasonably practical. If the defaulting party fails to cure the default within ten (10) days, the nondefaulting party may cure the default and charge the cost of such cure to the defaulting party. In attempting to give notice of default to the defaulting party, the nondefaulting party shall use reasonable diligence to determine the whereabouts of the defaulting party and give him actual notice. If the whereabouts of the defaulting party cannot be determined or the notice cannot be given after the use of due diligence, the nondefaulting party may give notice by

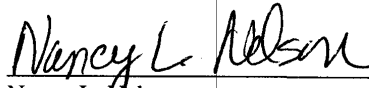


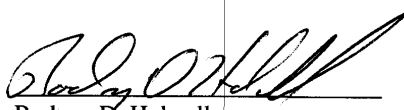
publishing such notice in a newspaper of general circulation once a week for two consecutive weeks. The defaulting party shall reimburse the nondefaulting party for all costs incurred in giving such notice. In the event that the owners of any dominant estate, after being given notice and an opportunity to cure, repeatedly default on their obligations under this Easement to the extent that such failure amounts to a willful or intentional disregard of the rights of the owner of the servient estate, the owners of the servient estate may declare the easement terminated and may bring an action to eliminate the burden of the easement from servient property. In the event that any party must bring an action to enforce this Easement, the defaulting party shall pay all costs incurred by the nondefaulting party including, but not limited to, a reasonable attorney's fee and court costs.

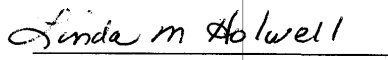
XII. Binding Effect: The Easement set forth above shall be binding upon the parties hereto, their tenants, successors and assigns. It is the intent of the parties that this Easement shall run with the lands and be binding upon the lands and that it not be personal to the owners of the land.

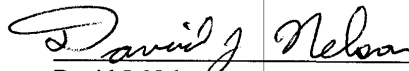
Dated this 15th day of December, 2011.

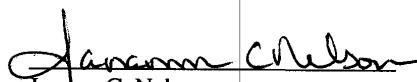

Dennis L. Nelson


Nancy L. Nelson


Rodney D. Holwell


Linda M. Holwell


David J. Nelson


Janann C. Nelson

STATE OF WYOMING)
)
County of Sheridan)

The above and foregoing Road and Utility Right-of-Way Easement was subscribed, sworn to and acknowledged before me this 13th day of December, 2011, by Dennis L. Nelson and Nancy L. Nelson, husband and wife.

Carole A. Tarver
Notary Public

My Commission expires: March 10, 2013

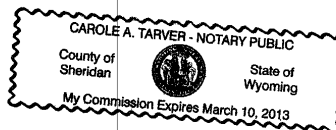


STATE OF WYOMING)
)
County of Sheridan)

The above and foregoing Road and Utility Right-of-Way Easement was subscribed, sworn to and acknowledged before me this 12th day of December, 2011, by Rodney D. Holwell and Linda M. Holwell, husband and wife.

Carole A. Tarver
Notary Public

My Commission expires: March 10, 2013



STATE OF WYOMING)
)
County of Sheridan)

The above and foregoing Road and Utility Right-of-Way Easement was subscribed, sworn to and acknowledged before me this 15th day of December, 2011, by David J. Nelson and Janann C. Nelson, husband and wife.

Carole A. Tarver
Notary Public

My Commission expires: March 10, 2013

