



ROAD AND UTILITY RIGHT-OF-WAY EASEMENT

THIS ROAD AND UTILITY RIGHT-OF-WAY EASEMENT is entered into this
13th day of December, 2011, by and between **DENNIS L. NELSON and**
NANCY L. NELSON, husband and wife, (herein referred to as "Grantors"), and
RODNEY D. HOLWELL and LINDA M. HOLWELL, husband and wife, (herein
 referred to as "Grantees").

Recitals of Fact

1. Grantors are the owners of the following described lands, which are
 located in Sheridan County, Wyoming, herein referred to as the "servient estate", to-wit:

Tract 3:

A tract of land situated in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 8, W $\frac{1}{2}$ NW $\frac{1}{4}$ of
 Section 16 and E $\frac{1}{2}$ NE $\frac{1}{4}$ 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 1 $\frac{1}{2}$ " 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 1 $\frac{1}{2}$ " 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 1 $\frac{1}{2}$ "
 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 E $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 17; thence N00°02'31"E, 2590.32
 feet along said west line of said E $\frac{1}{2}$ NE $\frac{1}{4}$ to a point (Monumented with a
 3 $\frac{1}{4}$ " Aluminum Cap per PLS 2615), said point being the northwest corner
 of said E $\frac{1}{2}$ NE $\frac{1}{4}$; thence N00°17'10"E, 337.78 feet along the west line of
 said SE $\frac{1}{4}$ SE $\frac{1}{4}$ 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.

2. Grantees are the owners of the following described lands that are also located in Sheridan, Wyoming, herein referred to as the "dominant estate", to-wit:

Tract 2:

A tract of land situated in the E $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 8, SE $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$ and SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 9, NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 16 and NE $\frac{1}{4}$ NE $\frac{1}{4}$ 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 3 $\frac{1}{4}$ " Aluminum Cap per PLS 2615); thence N89°56'40"E, 1319.04 feet along the north line of said NW $\frac{1}{4}$ NW $\frac{1}{4}$ to a point (Monumented with a 3 $\frac{1}{4}$ " Aluminum Cap per PLS 2615), said point being the northeast corner of said NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 16; thence S00°07'00"W, 930.10 feet along the east line of said NW $\frac{1}{4}$ NW $\frac{1}{4}$ 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 SE $\frac{1}{4}$ SE $\frac{1}{4}$ 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 N $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 9; thence, leaving said southerly right-of-way line, N00°14'12"E, 1236.04 feet along the west line of said N $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 9 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 said Section 9; thence N89°33'07"E, 1406.86 feet along the north line of said N $\frac{1}{2}$ SW $\frac{1}{4}$ 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 SE $\frac{1}{4}$ NW $\frac{1}{4}$; thence N89°16'23"E, 1203.31 feet along said north line of said SE $\frac{1}{4}$ NW $\frac{1}{4}$ to a point, said point being the northeast corner of said SE $\frac{1}{4}$ NW $\frac{1}{4}$; thence S00°15'18"E, 1318.96 feet along the east line of said SE $\frac{1}{4}$ NW $\frac{1}{4}$ to a point (Monumented with a 3 $\frac{1}{4}$ " Aluminum Cap per PLS 2615), said point being the southeast corner of said SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 9; thence S00°15'18"E, 520.75 feet along the east line of said N $\frac{1}{2}$ SW $\frac{1}{4}$ 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 SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 9; thence S00°14'02"W, 694.01 feet along said west line of the N $\frac{1}{2}$ SW $\frac{1}{4}$ 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. The Grantees have historically had road access and utility access across the servient estate along an existing road right-of-way that is described below.

4. 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: Grantors hereby grant to Grantees, 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. Grantors further grant unto Grantees 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 easement, twenty (20) feet wide, being ten (10) feet each side of the following described centerline situated in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of 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 N42°55'02"W, 1405.01 feet to the POINT OF BEGINNING of said easement, said point lying on the westerly line of a tract of land described in Book 501 of Deeds, Page 155; thence S59°36'34"E, 63.51 feet along said centerline to a point; thence S86°39'53"E, 41.28 feet along said centerline to a point; thence N73°07'36"E, 81.22 feet along said centerline to a point; thence N23°20'07"E, 52.83 feet to the POINT OF TERMINUS of said easement, said point lying on the northerly line of said tract described in Book 501 of Deeds, Page 155 and being N35°32'55"W, 1310.80 feet from said southeast corner of said Section 8.

Basis of Bearings is Wyoming State Plane (East Central Zone)

II. Duration of Easement: The easement granted above shall last until terminated.

The easement may be terminated in any one of the following ways:

- A. **Agreement:** The parties may terminate the easement by agreement.
- B. **Abandonment:** The easement shall be terminated upon the abandonment of the easement by the Grantees or their successors in interest.
- C. **Default:** If the Grantees or their successors in interest 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 Grantees or their successors in interest beyond that condition that it was in at the inception of this Agreement without the express permission of the Grantors or their successors in interest. 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 Grantees or their successors in interest 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 Grantees, their agents, invitees, and successors in interest for access to the residential dwelling on the dominant estate, 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 Grantors or their successors in interest. 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. Grantees will use the roads in any manner which will adversely affect the servient estate without the express permission of the Grantors or their successors in interest. **The Grantees, their agents, guests, invitees, and successors in interest will confine its travel to the existing road which is described. In the event that the Grantees, their agents, guests, invitees or successors in interest leave the existing road for any reason, the said Grantees or their successors in interest shall be liable to and shall indemnify the Grantors or their successors in interest from any damages resulting therefrom.**

V. **Maintenance of Roads and Utilities:** The cost of normal maintenance of the road shall be born by Grantees. Grantees shall not litter or dispose of debris along the easement. In addition, the Grantees 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. Grantees shall be liable for any damage to the servient estate resulting from a failure to comply with this provision by Grantees, their agents or invitees.

VI. **Gates and Livestock:** The Grantees shall keep all gates closed so as to prevent the escape of livestock and will refrain from disturbing the livestock of the Grantors or their tenants. The Grantees shall be liable for any damage incurred by the Grantors resulting from a failure to comply with this provision by the Grantees, their agents, guests or invitees.

VII. **Hunting:** Grantees shall not hunt or allow their agents, guests or invitees to hunt from the right-of-way. 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 Grantees hereby release, waive discharge the Grantors, their successors and assigns, from any and all liability, loss or damages, and further agrees to indemnify, defend and hold Grantors harmless against such liability, whether or not caused by the Grantors' negligence, arising from the use of the easement across the servient estate.

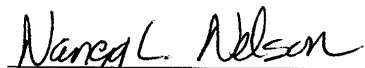
IX. **Warranties:** Grantors do not warrant that they have clear or marketable title to the servient estate. This Easement is granted "as is, where is".

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 Grantees, 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 Grantors, the Grantors may declare the easement terminated and may bring an action to eliminate the burden of the easement from Grantors property. In the event that either 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.

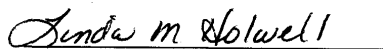
XII. **Binding Effect:** The Easement set forth above shall be binding upon the parties hereto, their tenants, successors and assigns. It is the intent of the parties that this Easement shall run with the lands and be binding upon the lands and that it not be personal to the owners of the land.

Dated this 13th day of December, 2011.


Dennis L. Nelson


Nancy L. Nelson


Rodney D. Holwell


Linda M. Holwell



STATE OF WYOMING)
 : ss.
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)
 : ss.
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

