

RIGHT OF WAY EASEMENT

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THIS AGREEMENT made and entered into this 2th day of April, 1993, by and between Jack C. Dow, as Trustee of the Jack C. Dow Revocable Family Trust dated October 3, 1991, and Dorothy L. Dow, as Trustee of the Dorothy L. Dow Revocable Family Trust dated October 3, 1991, of Sheridan County, State of Wyoming, hereinafter referred to as GRANTORS, and Edward A. Viren and Donna L. Viren, husband and wife, of Sheridan County, and State of Wyoming, and Robert J. Viren and Leslie S. Viren, husband and wife, of Sheridan County, and State of Wyoming, and Larry S. Thomas and Marilyn K. Thomas, husband and wife, of Sheridan County, and State of Wyoming, hereinafter referred to as GRANTEES.

WITNESSETH, that:

WHEREAS, The Grantors are the owners of a parcel of land in Section 33, Township 58 North, Range 82 West of the 6th Principal Meridian, Sheridan County, Wyoming;

WHEREAS, the Grantees Edward A. Viren and Donna L. Viren are the owners of a parcel of land described as follows:

Township 58 North, Range 82 West, 6th P.M., Sheridan County, WY

Section 32: South 1/2 SW1/4, NW1/4SW1/4, SW1/4SE1/4

That portion of the East 1/2 SE1/4 of said Section 32 lying west and south of a proposed fence line; said proposed fence line more particularly described as follows:

Beginning at a point on an east-west fence line and the approximate north line of said East 1/2 SE1/4, said point being S89°30'37"W, 1288.65 feet from the east quarter corner of said Section 32; thence S02°02'54"W, 1240.85 feet along said proposed fence line to a point; thence S34°57'32"E, 1255.85 feet along said proposed fence line to a point; thence S41°00'29"E, 633.92 feet along said proposed fence line to a point on the approximate south line of said East 1/2 SE1/4, said point being West, 220.77 feet from the southeast corner of said Section 32.

Township 57 North, Range 82 West, 6th P.M., Sheridan County, WY

Section 5: Lots 2, 3, and 4, South 1/2 NW1/4, SW1/4NE1/4, SE1/4, North 1/2 SW1/4

Section 6: Lot 1, South 1/2 NE1/4, North 1/2 SE1/4

Section 8: East 1/2, NE1/4SW1/4

Section 9: SW1/4, South 1/2 NW1/4, NW1/4NW1/4

That portion of Lot 4, South 1/2 NW1/4, SW1/4 of Section 4, Lot 1, SE1/4NE1/4 of Section 5, NE1/4NW1/4, NW1/4NE1/4, South 1/2 NE1/4, and SE1/4 of Section 9; said portions lying west and south of an existing and proposed fence line; said fence lines more particularly described as follows:

Beginning at a point on the approximate north line of said Lot 1, of Section 5, said point being West, 220.77 feet from the northeast corner of said Section 5; thence S41°00'29"E, 762.67 feet along a proposed fence line to a point; thence S30°54'12"W, 388.74 feet along said proposed fence line to a point; thence S04°12'13"W, 1145.64 feet along said proposed fence line to a point; thence S73°59'22"E, 1049.52 feet along said proposed fence line to a point; thence S32°40'07"E, 917.67 feet along said proposed fence line to a point on an existing fence line; thence S04°04'35"E, 1353.41 feet along said existing fence line to a point; thence S31°13'40"W, 85.09 feet along said existing fence line to a point; thence S53°19'21"E, 1261.36 feet along a proposed fence line to a point; thence S30°15'29"E, 1274.05 feet along said proposed fence line to a point on an existing fence line; thence S39°06'28"E, 308.91 feet along said existing fence line to a point; thence S43°35'14"E, 649.96 feet along said existing fence line to a point; thence S29°19'43"E, 814.22 feet along said existing fence line to a point; thence S26°56'33"E, 256.94 feet along said existing fence line to a point; thence S20°55'42"W, 287.17 feet along said existing fence line to a point; thence S36°26'30"E, 378.22 feet along said existing fence line to a point; thence S79°06'11"W, 89.66 feet along said existing fence line to a point; thence S63°27'38"E, 650.00 feet along a proposed fence line to a point; thence S57°38'22"W, 731.65 feet to a point on an existing fence line; thence S43°03'51"W, 181.57 feet along said existing fence line to a point; thence S02°28'13"E, 349.89 feet along said existing fence line to a point; thence S02°28'13"E, 691.89 feet to a point on the approximate south line of said section 9; said point being N39°49'12"W, 10,175.41 feet from the east quarter corner of Section 22.

Also including a tract of land situated in the South 1/2 NE1/4, SE1/4 and East 1/2 SW1/4 of Section 15; the NW1/4NE1/4, NE1/4NW1/4 of Section 22, Township 57 North, Range 82 West of the 6th P.M., Sheridan County, Wyoming, said tract more particularly described as follows:

Beginning at a point on a fence line, said point being N50°16'19"W, 2600.19 feet from the east quarter corner of said Section 22; thence N20°42'53"E, 3962.52 feet to a point on a proposed fence line; thence N54°20'37"W, 877.26 feet along said proposed fence line to a point; thence S44°55'32"W, 3436.72 feet to a point on an existing fence line; thence S36°58'58"E, 684.21 feet along said existing fence line to a point; thence S58°13'52"E, 955.01 feet along said existing fence line to a point; thence S39°13'54"E, 549.68 feet along said existing fence line to a point; thence S28°21'44"E, 351.50 feet along said existing fence line to the point of beginning.

WHEREAS, the Grantees Robert J. Viren and Leslie S. Viren are the owners of a parcel of land described as follows:

Township 57 North, Range 82 West, 6th P.M., Sheridan County, WY.

Section 21: East 1/2
 Section 22: NW1/4NW1/4, South 1/2 NW1/4, SE1/4, South 1/2 SE1/4, NW1/4SE1/4
 Section 26: West 1/2 NW1/4, NW1/4SW1/4
 Section 27: North 1/2, SE1/4, North 1/2 SW1/4
 Section 28: East 1/2 NE1/4

That portion of the East 1/2 SE1/4 of Section 9 lying east and south of the following described existing and proposed fence line, said fence lines more particularly described as follows:

Beginning at a point on the approximate south line of said Section 9, said point being N39°49'12"W, 10,175.41 feet from the east quarter corner of Section 22; thence N02°28'13"W, 691.89 feet to a point on an existing fence line; thence N02°28'13"W,

349.89 feet along said existing fence line to a point; thence N43°03'51"E, 181.57 feet along said existing fence line to a point; thence N57°38'22"E, 731.65 feet to a point on a proposed fence line; thence S63°27'38"E, 427.56 feet along said proposed fence line to a point on the approximate east line of said Section 9, said point being S30°28'46"E, 10,571.42 feet from the northeast corner of Section 5 and N30°36'32"W, 10,677.07 feet from the east quarter corner of Section 22;

That portion of the SW1/4SW1/4 of Section 10, West 1/2 NW1/4, SW1/4 of Section 15, NE1/4, NE1/4NW1/4, and NE1/4SE1/4 of Section 22; said portions lying south and west of an existing and proposed fence line, said fence lines more particularly described as follows:

Beginning at a point on a proposed fence line and the approximate west line of said Section 10, said point being S30°28'46"E, 10,571.42 feet from the northeast corner of Section 5 and N30°36'32"W, 10,677.07 feet from the east quarter corner of said Section 22; thence S64°12'43"E, 660.53 feet along a proposed fence line to a point on an existing fence line; thence S75°01'29"W, 136.70 feet along said existing fence line to a point; thence S01°22'17"W, 590.29 feet along said existing fence line to a point; thence S04°39'52"W, 289.69 feet along said existing fence line to a point; thence S01°30'22"E, 1493.52 feet to a point on an existing fence line; thence S31°38'42"E, 520.77 feet along said existing fence line to a point; thence S28°50'40"E, 276.45 feet along said existing fence line to a point; thence S13°44'28"E, 286.96 feet along said existing fence line to a point; thence S24°57'49"E, 242.90 feet along said existing fence line to a point; thence S37°18'21"E, 1123.24 feet along said existing fence line to a point; thence S01°24'05"W, 970.91 feet along said existing fence line to a point; thence S36°58'58"E, 684.21 feet along said fence line to a point; thence S58°13'52"E, 955.01 feet along said existing fence line to a point; thence S39°13'54"E, 549.68 feet along said existing fence line to a point; thence S28°21'44"E, 1385.52 feet along said existing fence line to a point; thence S34°00'23"E, 610.24 feet along said existing fence line to a point; thence S58°57'13"E, 567.24 feet along said existing fence line to a point; thence S60°44'34"E, 780.13 feet along said existing fence line to a point on the approximate east line of said Section 22, said point being S0°05'22"W, 427.70 feet from said east quarter corner of Section 22.

Also including a tract of land situated in the South 1/2 SW1/4 of Section 10, and Section 15, said tract of land being more particularly described as follows:

Beginning at a point on an existing fence line, said point being S32°22'08"E, 11,126.79 feet from the northeast corner of Section 5; thence S75°01'29"W, 136.70 feet along said existing fence line to a point; thence S01°22'17"W, 590.29 feet along said existing fence line to a point; thence S04°39'52"W, 289.69 feet along said existing fence line to a point; thence S01°30'22"E, 1493.52 feet to a point on an existing fence line; thence S31°38'42"E, 520.77 feet along said existing fence line to a point; thence S28°50'40"E, 276.45 feet along said existing fence line to a point; thence S13°44'28"E, 286.96 feet along said existing fence line to a point; thence S24°57'49"E, 242.90 feet along said existing fence line to a point; thence S37°18'21"E, 1123.24 feet along said existing fence line to a point; thence S01°24'05"W, 970.91 feet along said existing fence line to a point; thence N44°55'32"E, 3436.72 feet to a point on a proposed fence line; thence N54°20'37"W, 510.00 feet along said proposed fence line to a point; thence N50°03'32"W, 1580.52 feet along said proposed fence line to a point; thence N65°53'38"W, 295.88 feet along said proposed fence line to a point; thence N45°47'56"W, 2279.97 feet along said proposed fence line to the point of beginning.

WHEREAS, the Grantees Larry S. Thomas and Marilyn K. Thomas are the owners of a parcel of land described as follows:

That portion of Sections 4, 5, 6, 8, 9, 10, 11, 14, 15, 21, 22, 23, 26, 27, and 28 in

Township 57 North, Range 82 West, Sections 32 and 33, Township 58 North, Range 82 West, 6th P.M., Sheridan, County, Wyoming, said portion more particularly described in Book 254 of Deeds, Page 598;

Excluding that portion of Sections 11 and 14, Township 57 north, Range 82 West, 6th P.M., Sheridan County, Wyoming; said portion more particularly described in Book 312 of Deeds, Page 631, and Book 317 of Deeds, Page 564.

A tract of land lying in the SE1/4 of Section 20, SW1/4 of Section 21, NE1/4 of Section 29, and the W1/2 of Section 28, Township 58 North, Range 82 West, 6th P.M., Sheridan County, Wyoming; said tract more particularly described in Book 283 of Deeds, Page 528.

WHEREAS, the Grantees desire private rights-of-way to permit Grantees, their heirs, successors-in-interest and assignees to have ingress and egress from Badger Creek County Road to lands owned by Grantees 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 Grantors, the receipt and sufficiency whereof is hereby acknowledged, Grantors do hereby grant unto the Grantees and to their heirs, successors-in-interest, and assigns, an easement for a private, nonexclusive right-of-way and private, nonexclusive roadway located in Sheridan County, and State of Wyoming, to-wit:

An access easement for ingress and egress lying in the West 1/2 of Section 33, Township 58 North, Range 82 West of the 6th P.M., Sheridan County, Wyoming; said easement being more particularly described as follows:

An easement (40) forty feet wide being (20) twenty feet either side of an existing road centerline, said centerline described as follows: Beginning at a point on the south line of a tract of land described in Book 283 of Deeds, page 530 said point being N89°33'10"E, 320.11 feet from the northwest corner of said Section 33; thence S15°19'25"E, 49.45 feet along said centerline to a point; thence S25°24'28"E, 452.11 feet along said centerline to a point; thence S02°19'21"W, 217.58 feet along said centerline to a point; thence S23°29'40"W, 195.16 feet along said centerline to a point; thence S28°33'25"W, 275.58 feet along said centerline to a point; thence S14°16'01"W, 335.10 feet along said centerline to a point; thence S17°15'40"W, 152.57 feet along said centerline to a point; thence S01°44'11"E, 178.38 feet along said centerline to a point; thence S51°14'53"W, 183.39 feet along said centerline to a point; thence S09°50'43"E, 115.62 feet along said centerline to a point; thence S27°48'15"E, 242.56 feet along said centerline to a point; thence S16°28'33"W, 148.63 feet along said centerline to a point; thence S36°18'44"W, 126.76 feet along said centerline to a point on the centerline of a proposed road, said point being Due East, 40.00 feet from the west line of said Section 33 and S01°23'31"E, 2429.42 feet from the said northwest corner of Section 33;

An easement (40) forty feet wide being (20) twenty feet either side of the centerline of a proposed road, said centerline described as follows: Beginning at a point, said point being S01°23'31"E, 2429.42 feet from the said northwest corner of Section 33; thence S00°26'55"E, 351.52 feet along said centerline and parallel to the said west line to a point on the north line of a tract of land described in Book 254 of Deeds, page

600, said point being S67°07'40"E, 43.56 feet from the west quarter corner of said Section 33.

This easement is granted to enable Grantees and their heirs, successors-in-interest, and assigns, to have access to their lands as described above.

The parties also agree as follows:

1. The Grantors, their successors-in-interest and assigns reserve the right to use said access route at all times.

2. Grantees, their heirs, successors-in-interest and assigns shall be responsible for the maintenance of the roadways at all times.

3. Grantees, their heirs, successors-in-interest and assigns shall hold Grantors, their successors-in-interest and assigns harmless from any and all liability for injury, death or property damage sustained by Grantees, their heirs, successors-in-interest and assigns, or their employees or invitees and arising out of the use of the easement or the roadways to be constructed and maintained by Grantees, their heirs, successors-in-interest and assigns.

4. This easement and the covenants herein contained shall be construed as running with the lands for the private use and benefit of the parties, their heirs, successors-in-interest and assigns.

5. The easement for a private right of way and private roadway granted in the Right of Way Easement dated November 22, 1982 and recorded in Book 299 of Deeds at Page 379 in the Office of the County Clerk and Ex-Officio Register of Deeds of Sheridan County, Wyoming is terminated and released as it relates to the W½ of Section 33 in Township 58 North, Range 82 West, 6th P.M.; provided, however, Grantees will construct an elk fence on the boundary line between Grantors' and Grantees' property in Sections 21, 28, and 33 in Township 58 North, Range 82 West upon request made by Grantors, and such elk fence shall be constructed to the satisfaction of Grantors.

6. The easement granted herein may be used only for the purposes of providing access to Grantees' lands for agricultural and hunting purposes on those lands only, and the easement may be used for no other purposes. The road may not be used for the purpose of drilling, mining, exploring for, or producing coal, oil, gas or any other minerals or valuable deposits.

7. In granting this easement, Grantors make no warranties of title or otherwise, and the easement is granted subject to all mortgages, liens and rights of record.

8. If Grantees default under this agreement and the default is not cured within (60) sixty days after Grantors give to Grantees written notice of the default which specifies the requirements to correct the default, then Grantors may, in addition to any other rights and remedies available to Grantors at law or in equity, terminate this agreement and all rights of the Grantees under this agreement.

9. The recitals of property ownership by the Grantees set forth above are based on the Grantees' representations and are not intended to alter the existing property ownership of the parties. The parties acknowledge that the Grantors are the owners of the lands described in the Special Warranty Deed dated November 2, 1989 from Metropolitan Life Insurance Company to Jack C. Dow and Dorothy L. Dow recorded December 29, 1989 in Book 332 of Deeds at Page 201 in the Office of the County Clerk and Ex-Officio Register of Deeds of Sheridan County, Wyoming and nothing contained herein shall be deemed to affect Grantors' ownership except for the grant of the easement rights expressly provided by this agreement.

10. Grantees will not fence the easement without Grantor's written consent and will keep all gates closed so as to prevent the escape of livestock, and Grantees will refrain from disturbing Grantors' livestock. Any improvement or construction work shall be made or done by Grantees in such a manner as to prevent the escape of livestock from Grantors' pastures. Grantees will not litter or dispose of debris along the easement.

IN WITNESS WHEREOF, the undersigned have hereto set their hands and seals this 8th day of April, 1993.

Jack C. Dow
 Jack C. Dow, Trustee of the Jack C.
 Dow Revocable Family Trust dated
 October 3, 1991

Dorothy L. Dow
Dorothy L. Dow, Trustee of the
Dorothy L. Dow Revocable Family Trust
dated October 3, 1991

Larry S. Thomas
Larry S. Thomas

Marilyn K. Thomas
Marilyn K. Thomas

Edward A. Viren
Edward A. Viren
BY: Robert J. Viren
Robert J. Viren, his attorney in fact

Donna L. Viren
Donna L. Viren
BY: Robert J. Viren
Robert J. Viren, her attorney in fact
Robert J. Viren
Robert J. Viren

Leslie S. Viren
Leslie S. Viren

STATE OF WYOMING)
) SS
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Jack C. Dow, as Trustee of the Jack C. Dow Revocable Family Trust dated October 3, 1991, and Dorothy L. Dow, as Trustee of the Dorothy L. Dow Revocable Family Trust dated October 3, 1991, this 8th day of April, 1993.

Don C. Dow
NOTARY PUBLIC

My commission expires: Nov. 26, 1993



STATE OF WYOMING)
) SS
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Larry S. Thomas this 4th day of March, 1993.

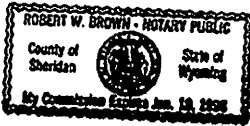


Robert W. Brown
NOTARY PUBLIC

My commission expires: Jan. 18, 1996

STATE OF WYOMING)
 : SS
 COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Marilyn K. Thomas this 26th day of February, 1993.



Robert W. Brown
 NOTARY PUBLIC

My commission expires: Jan. 18, 1996

STATE OF WYOMING)
 : SS
 COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Edward A. Viren and Donna L. Viren, husband and wife, this ____ day of _____, 1993.

 NOTARY PUBLIC

My commission expires: _____

STATE OF WYOMING)
 : SS
 COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Robert J. Viren and Leslie S. Viren, husband and wife, this 3rd day of April, 1993.

Edward A. Viren
 NOTARY PUBLIC

My commission expires: March 18, 1997



STATE OF WYOMING)
 : SS
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this third day of April, 1993, by Robert J. Viren, who acknowledged himself to be attorney-in-fact for Edward A. Viren and Donna L. Viren and acknowledged that he executed the same as the act of his principals for the purposes therein contained.

Witness my hand and official seal.

Sharon K. [Signature]
Notary Public

My Commission expires: March 18, 1997

