

RECORDED OCTOBER 5, 1977 BK 224 PG 438 NO. 719766 MARGARET LEWIS, COUNTY CLERK

RIGHT OF WAY EASEMENT

THIS AGREEMENT, made and entered into this day
by and between ADDIE HARPER, hereinafter called First Party;
E. L. PHILLIPS, JR. and RUTH P. PHILLIPS, husband and wife,
hereinafter called Second Party; WILLIAM OLESEN, a single
person, hereinafter called Third Party; TOBY JOHNSON, a
single person; DALE JOHNSON, also known as DALE JAMES JOHNSON
and LETHA E. JOHNSON, also known as BETTY JOHNSON, husband
and wife, hereinafter called Fourth Parties;

WITNESSETH, THAT:

WHEREAS, on June 7, 1947, Floyd Harper and Addie
Harper, husband and wife, made, executed and delivered to
Mary Jane Carter Cochran and H. A. Cochran, her husband, a
Right-of-Way Easement whereby the Harpers granted the Cochrans,
an easement for a right-of-way for a private roadway across
the following described lands owned by the Harpers, to-wit:

Township 53 North, Range 83 West, 6th P.M.
Sheridan County, Wyoming

Section 5: N $\frac{1}{2}$ NE $\frac{1}{4}$ and part of the S $\frac{1}{2}$ NE $\frac{1}{4}$
Section 4: NW $\frac{1}{4}$ NW $\frac{1}{4}$

to enable the Cochrans to have access to the following described
lands then owned by the Cochrans, to-wit:

Township 53 North, Range 83 West, 6th P.M.
Sheridan County, Wyoming

Section 5: NW $\frac{1}{4}$

Township 54 North, Range 83 West, 6th P.M.
Sheridan County, Wyoming

Section 32: S $\frac{1}{2}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$

WHEREAS, Floyd Harper is deceased and Addie Harper,
hereinabove identified as First Party, is the owner of record
of fee title to the following described lands situate in the
County of Sheridan, State of Wyoming, to-wit:

Township 53 North, Range 83 West, 6th P.M.

Section 5: N $\frac{1}{4}$ NE $\frac{1}{4}$ and part of the S $\frac{1}{4}$ NE $\frac{1}{4}$
Section 4: NW $\frac{1}{4}$ NW $\frac{1}{4}$

and

WHEREAS, the Second Parties are now the owners of
record of the following tract of land, to-wit:

Township 53 North, Range 83 West, 6th P.M.
Sheridan County, Wyoming

Section 5: NW $\frac{1}{4}$, except the following described tract of land situated in the N $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 5: Beginning at a point, said point being situated South 86°00' West 440 feet from the South quarter corner of Section 32, Township 54 North, Range 83 West; thence South 17°30' West 390 feet, thence South 55°05' West 738 feet, thence North 70°33' West 664 feet, thence North 25°39' East 410 feet, thence North 31°26' East 325 feet, thence South 85°55' East 1005 feet to the point of beginning.

Township 54 North, Range 83 West, 6th P.M.
Sheridan County, Wyoming

Section 32: S $\frac{1}{4}$ SW $\frac{1}{4}$, and S $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$

and

WHEREAS, William Olesen, Third Party above named,
is the owner of record of the following described tract of
land, to-wit:

A tract of land situated in the N $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 5, Township 53 North, Range 83 West of the Sixth Principal Meridian Sheridan County, Wyoming, described as follows:

Beginning at a point, said point being located S. 86°00' W., 440 feet from the South quarter corner of Section 32, Township 54 North, Range 83 West, 6th P.M., thence S. 17°30' W. 390 feet, thence S. 55°05' W. 738 feet, thence N. 70°33' W. 664 feet, thence N. 25°39' E. 410 feet, thence N. 31°26' E. 325 feet, thence S. 85°55' E. 1005 feet, more or less, to the point of beginning, containing 17.5 acres, more or less.

and

WHEREAS, the Third Party has entered into an Agreement for Deed whereby he has agreed to sell to Fourth Parties, the South $7\frac{1}{2}$ acres of the 17.5 acres immediately above described, and

WHEREAS, the Parties hereto wish to cancel that certain Right-of-Way Easement executed by Floyd Harper and Addie Harper, his wife, as Grantors, in favor of Mary Jane Carter Cochran and H. A. Cochran, her husband, which was duly recorded on August 14, 1947 in Book 67 of Deeds at Page 479 in the Office of the County Clerk of Sheridan County, Wyoming and the First Party is willing to execute a new Right-of-Way Easement in favor of Second Party, Third Party and Fourth Parties, subject to the terms and conditions hereinafter expressed;

NOW, THEREFORE, IN CONSIDERATION of the foregoing and of the mutual covenants and agreements of the parties hereto, IT IS AGREED by and between the parties as follows:

I.

That that certain Right-of-Way Easement executed by Floyd Harper and Addie Harper, his wife, as Grantors, in favor of Mary Jane Carter Cochran and H. A. Cochran, her husband, as Grantees, is hereby declared cancelled and terminated.

II.

The First Party does hereby grant to the Second Party, the Third Party and the Fourth Parties, and to their heirs, executors, administrators, successors in interest and assigns, an easement for a right-of-way for a private roadway and the maintenance of lines for electric power to enable the Second Parties, the Third Party and the Fourth Parties to have the means of ingress and egress from the old road S-1003, now WYO. 194, to the respective tracts of land owned by said Parties, which are now identified as follows:

(a)

SECOND PARTY'S TRACT

Township 53 North, Range 83 West, 6th P. M.

Section 5: NW $\frac{1}{4}$, except the following described tract of land situated in the N $\frac{1}{2}$ NW $\frac{1}{4}$ of said Section 5: Beginning at a point, said point being situated South 86°00' West 440 feet from the South quarter corner of Section 32, Township 54 North, Range 83 West; thence South 17°30' West 390 feet; thence South 55°05' West 738 feet; thence North 70°33' West 664 feet; thence North 25°39' East 410 feet; thence North 31°26' East 325 feet; thence South 85°55' East 1005 feet to the point of beginning.

Township 54 North, Range 83 West, 6th P.M.

Section 32: S $\frac{1}{2}$ SW $\frac{1}{4}$, and S $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$

(b)

THIRD PARTY'S TRACT

A tract of land situated in the N $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 5, Township 53 North, Range 83 West of the Sixth Principal Meridian, Sheridan County, Wyoming, described as follows:

Beginning at a point, said point being located S. 86°00' W., 440 feet from the South quarter corner of Section 32, Township 54 North, Range 83 West, 6th P.M., thence S. 17°30' W. 390 feet, thence S. 55°05' W. 738 feet, thence N. 70°33' W. 664 feet, thence N. 25°39' E. 410 feet, thence N. 31°26' E. 325 feet, thence S. 85°55' E. 1005 feet, more or less, to the point of beginning, containing 17.5 acres, more or less.

(c)

FOURTH PARTIES' TRACT

The South 7 $\frac{1}{2}$ acres of the tract of land situate in the N $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 5, Township 53 North, Range 83 West of the 6th P.M. immediately described above.

III.

IT IS EXPRESSLY UNDERSTOOD between the parties that this Right-of-Way Easement shall be subject to the following terms, conditions and restrictions, to-wit:

(a)

That said easement shall be a private easement only and shall be used solely by Second Party to enable them to have a means of ingress and egress to the tract of land above described, which is owned by them; and to enable Third Party to have a reasonable means of ingress and egress to the tract of land presently owned by Third Party; and to enable the Fourth Parties to have a means of ingress and egress to the 7½ acres of land above described, which is being acquired by Fourth Parties from Third Party.

(b)

That in the event said tracts are divided into two or more separate tracts, then this easement shall terminate as to the party or parties engaged in dividing or subdividing the lands presently owned or controlled by them and above described.

(c)

That Second Party, Third Party and Fourth Parties shall not break up and divide the lands currently owned or controlled by them into additional tracts, and in the event either of the parties hereto see fit to break up or divide a tract currently owned by that party, then this easement shall terminate as to that party.

(d)

Said Right-of-Way Easement shall be enjoyed by Second Party, Third Party and Fourth Parties so long as their respective tracts remain as they are at this time, and in the event any of said parties convert their tract or a part of their tract to a commercial use or industrial use, then this easement shall terminate as to the tract which is being converted to a commercial or industrial use.

(e)

That there shall be no littering permitted on the area covered by the easement and the Grantees above named shall be responsible for keeping said right-of-way free and clear of all debris and litter.

(f)

That vehicles shall not be permitted to be parked on the right-of-way except in the event of an emergency.

(g)

That the parties hereto will cooperate together to maintain reasonable speed control.

(h)

That the right-of-way herein granted shall not be fenced in any manner except with the written permission of the First Party, her heirs, assigns or successors in interest.

(i)

That in the event the First Party shall see fit to place gates across the existing roadway, the Second Party, Third Party and Fourth Parties, and their successors in interest shall, when requested to do so, cause said gates to be closed.

(j)

That said right-of-way shall be deemed to be thirty (30) feet in width.

(k)

That the Second Party, Third Party and Fourth Parties shall be responsible for maintaining said roadway.

(l)

That this easement and the covenants herein contained shall be construed as an easement and right of way running with the land for the private use and benefit of Second Party, Third Party and Fourth Parties, their heirs, successors in interest and assigns, and shall be binding upon the heirs, personal representatives, successors in interest and assigns of all parties hereto.

IN WITNESS WHEREOF, we have hereunto set our hand to this Right-of-Way Easement this 26th day of August, 1976.

Addie Harper
Addie Harper

FIRST PARTY

E. L. Phillips, Jr.
E. L. Phillips, Jr.

Ruth P. Phillips
Ruth P. Phillips

SECOND PARTY

William Olesen
William Olesen

Toby Johnson
Toby Johnson

THIRD PARTY

Dale Johnson
Dale Johnson, a/k/a Dale James Johnson

Letha E. Johnson
Letha E. Johnson, a/k/a Betty Johnson

FOURTH PARTIES



STATE OF WYOMING)
) SS
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Addie Harper, a widow, this 26th day of August, 1976.

Witness my hand and official seal.

William O. Redle
Notary Public

My Commission expires: March 24, 1978



STATE OF WYOMING)
) SS
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by E. C. Phillips, Jr. and Ruth P. Phillips, husband and wife, this 26th day of August, 1976.

Witness my hand and official seal.

William O. Redle
Notary Public

My Commission expires: March 24, 1978

STATE OF WYOMING)
) SS
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by William Olesen, a single man, this 26th day of August, 1976.

William O. Redle
Notary Public

My Commission expires: March 24, 1978



STATE OF WYOMING)
) SS
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me
by Toby Johnson, a single person, and Dale Johnson and Letha
E. Johnson, husband and wife, this 27th day of September, 1977.

William S. Kelly
Notary Public

My Commission Expires: March 24, 1978



445