

620885 EASEMENT
BOOK 499 PAGE 0519
RECORDED 09/09/2008 AT 04:50 PM
AUDREY KOLTISKA, SHERIDAN COUNTY CLERK

GRANT OF EASEMENT

Ronald A. Stolcis, an unmarried person, GRANTOR, for and in consideration of the sum of Ten and NO/100 Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey, without warranty, to and for the benefit of Charles D. Turner and Elizabeth Turner, husband and wife, as the record owners of that real property described in *Exhibit "A"*, attached hereto and incorporated herein (herein the "Dominant Parcel"), GRANTEES, an easement over and across that property described as follows:

See Exhibit "B", attached hereto and incorporated herein for the legal description and a map illustrating the same (herein the "Easement Route").

This easement is granted to provide Grantees, their successors, heirs and assigns a non-exclusive access easement with the intent of providing the right of ingress and egress from Maverick Road (aka County Road No. 1213) to and from said Dominant Parcel. This Easement shall run with the land.

This Easement is subject to the following terms and conditions:


1. Grantee may not fence the easement unless otherwise agreed to by Grantor. Grantee shall not exceed a speed of 30 miles per hour while driving on the easement. Grantee shall not cut or damage any fences, cattleguards or other improvements of Grantor.
2. Grantee shall keep the road in good order and repair and shall repair any damage to the road caused by Grantee or Grantee's invitees. Grantee shall pay all costs of maintenance. Grantor shall not be responsible for any costs of regular maintenance but shall, like Grantee, repair any damage to the road caused by him or his guests and invitees.
3. Grantee will confine its operations to the easement and will not drive off the access road. Grantee will not store or park any vehicles or material on the easement. Grantee will not allow any debris to be discarded on the easement, and Grantee will clean up litter and debris along the easement for which Grantee or Grantee's invitees are responsible.
4. The rights granted in this easement are nonexclusive and shall not preclude Grantor from using the easement or the access road or from granting the right to other persons and parties to use the easement area or the access road and making a charge therefor.
5. Grantor does not warrant title to the easement, and the easement is granted subject to all existing rights, mortgages, liens, and rights of record.
6. Grantee and their invitees shall indemnify and hold harmless Grantor from any and all claims, demands, or causes of action arising out of the use of the easement by

Grantee or Grantee's invitees. Grantee releases Grantor from any and all liability for damages arising out of Grantee's use of the easement area.

7. This agreement is binding upon the successors and assigns of the parties. This agreement shall be construed according to the laws of the State of Wyoming. A court of competent jurisdiction in the State of Wyoming shall have exclusive jurisdiction of any litigation arising out of this agreement.

8. This Easement is limited to ingress and egress from the lands described in Exhibit "A" and may not be assigned to the benefit of any other parcel of land.

DATED this 26th day of August, 2008.


Ronald A. Stolcis

STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

The above and foregoing GRANT OF EASEMENT was acknowledged to before me, by Ronald A. Stolcis, on this the 26th day of August, 2008.

WITNESS my hand and official seal.


Notary Public



My Commission expires: 7-28-2009

GRANT OF EASEMENT

Exhibit "A"
Description of Dominant Parcel

A tract of land situated in the NW1/4NE1/4 of Section 27, Township 55 North, Range 84 West, 6th P.M., Sheridan County, Wyoming, as shown on EXHIBIT "B" attached hereto and by this reference made a part hereof; said tract of land being more particularly described as follows:

Commencing at the north quarter corner of said Section 27; thence S89°40'57"E, 786.91 feet to POINT OF BEGINNING of said tract, said point lying on an existing fence line (monumented with a 2" aluminum cap per PLS 2615); thence S89°55'03"E, 314.82 feet along said fence line to a point (monumented with a 2" aluminum cap per PLS 2615); thence S08°39'47"E, 163.59 feet along said fence line to a point (monumented with a 2" aluminum cap per PLS 2615); thence S89°19'40"W, 331.91 feet along said fence line to a point (monumented with a 2" aluminum cap per PLS 2615); thence N02°36'37"W, 166.25 feet along said fence line to the POINT OF BEGINNING of said tract.

Said tract contains 1.22 acres of land, more or less.

Basis of Bearings is the Wyoming Coordinate System NAD 1983, East Central Zone.

Exhibit "B"
Description of Easement Route

An access easement twenty (20) feet wide, being ten (10) feet each side of the following described centerline of an access easement situated in the NW1/4NE1/4 of Section 27, Township 55 North, Range 84 West, 6th P.M., Sheridan County, Wyoming, shown as EASEMENT No. 2 on EXHIBIT "B" attached hereto and by this reference made a part hereof, said centerline being more particularly described as follows:

Commencing at the northeast corner of said Section 27; thence N89°47'42"W, 1543.47 feet to POINT OF BEGINNING of said easement lying on the north line of said Section 27; thence S08°37'27"W, 17.87 feet along said centerline to a point; thence S08°39'47"E, 146.43 feet along said centerline to the POINT OF TERMINUS of said easement, said point being S84°07'20"W, 1532.14 feet from said northeast corner of Section 27.

Lengthening or shortening the right of way lines of said easement to intersect said boundary lines.

Basis of Bearings is the Wyoming Coordinate System NAD 1983, East Central Zone.