

RIGHT OF WAY EASEMENT

THIS AGREEMENT is made and entered into this 10th day of August, 1999, by and between ROBERT JAMES LOVATO and ROMA EMOGENE LOVATO, of Sheridan County, State of Wyoming, hereinafter referred to as "Parties of the First Part," and JOHN EDWARD CHRISTIAN and CAROL SUE BAROZZINI, single persons *CB* *XC* of Sheridan County, and State of Wyoming, hereinafter referred to as "Parties of the Second Part."

WHEREAS, the Parties of the First Part are the owners of the following described property:

Township 54 North, Range 79 West, 6 P.M., Sheridan County, Wyoming.

Section 31: That portion of the NE $\frac{1}{4}$ SW $\frac{1}{4}$; lying west of the westerly right of way line of Wyoming State Highway 14-16; said portion being more particularly described as follows:

Beginning at the northwest corner of said NE $\frac{1}{4}$ SW $\frac{1}{4}$; thence N89°17'36", 1290.39 feet along the north line of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ to a point, said point lying on the westerly right of way line of said Wyoming State Highway 14-16; thence along said westerly right of way line through a curve to the left, having a radius of 1959.86 feet, a central angle of 06°55'21", an arc length of 236.79 feet, a chord bearing of S08°50'05"W, and a chord length of 236.64 feet to the point; thence S05°23'09"W, 1099.55 feet along said westerly right of way line to a point, said point lying on the south line of said NE $\frac{1}{4}$ SW $\frac{1}{4}$; thence, leaving said westerly right of way line, S89°19'37"W, 1131.85 feet along the south line of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ to a point, said point being the southwest corner of said NE $\frac{1}{4}$ SW $\frac{1}{4}$; thence N00°49'11"W, 1326.04 feet along the west line of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ to the POINT OF BEGINNING of said tract.

WHEREAS, the Parties of the Second Part are the owners of the following described property: Lot 3, Section 31, Township 54, Range 79 of the 6th P.M., Sheridan County, Wyoming;

WHEREAS, there exists a private roadway along an approximate 600 foot portion of the Southern boundary of the above-described property of the Parties of the First Part, which roadway has been developed and improved by the Parties of the First Part; and

WHEREAS, the Parties of the Second Part desire a right-of-way to permit the Parties of the Second Part, their heirs, successors in interest and assignees to have ingress and egress to lands owned by the Parties of the Second Part 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

RIGHT-OF-WAY EASEMENT

her good and valuable consideration paid to the Parties of the First Part, the receipt and sufficiency whereof is hereby acknowledged, the Parties of the First Part do hereby grant unto the Parties of the Second Part and to their heirs, successors in interest, and assigns, an easement for right-of-way over the above-described property of the Parties of the First Part, located in Sheridan County, and State of Wyoming, to-wit:

An easement 20 feet in width beginning at a point located on the westerly right of way line of Wyoming State Highway 14-16, said point lying on the south line of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 31; thence, leaving said westerly right of way line, S89°19'37"W, 1131.85 feet along the south line of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ to a point, said point being the southwest corner of said NE $\frac{1}{4}$ SW $\frac{1}{4}$, said point also being the southeast corner of Lot 3, Section 31.

As additional consideration for this grant, the Parties of the Second Part and the Parties of the First Part agree as follows:

1. The Parties of the First Part, their successors in interest and assigns reserve the right to use said access route at all times;

2. This easement is granted to enable the Parties of the Second Part to have access to their lands as described above, for all lawful purposes connected with residential use and enjoyment of the premises.

3. The Parties of the First Part and the Parties of the Second Part will share the costs of maintenance of the above-described existing roadway; before repairing the existing roadway, the Parties of the First Part and the Parties of the Second Part shall consult with each other.

4. The Parties of the Second Part, at their expense, will construct, place and maintain a private road upon that portion of the above-described easement that is not the subject of an existing roadway.

5. No equipment, machinery, farm parts or other obstructions shall be placed, constructed or maintained upon the easement; and no litter shall be placed upon the easement.

6. The Parties of the Second Part shall hold the Parties of the First Part, their successors in interest and assigns harmless from any and all liability for injury, death or property damage

sustained by the Parties of the Second Part, their employees or invitees on the easement; and,

7. The Parties of the Second Part shall keep the roadway area insured against liability for personal injury as described in Paragraph Six above.

This easement and the covenants herein contained shall be construed as running with the lands and shall bind and benefit the Parties of the Second Part, their heirs, successors in interest and assigns, and the Parties of the First Part, their heirs, successors in interest and assigns.

IN WITNESS WHEREOF, the undersigned have hereto set their hands and seals this 10th day of August, 1999.

[Signature]
JOHN EDWARD CHRISTAIN

[Signature]
ROBERT JAMES LOVATO

[Signature]
CAROL SUE BAROZZINI

[Signature]
ROMA EMOGENE LOVATO

STATE OF Wyoming)
COUNTY OF Sheridan) SS

The foregoing instrument was acknowledged before me the 10th day of August, 1999, by ROBERT JAMES LOVATO and ROMA EMOGENE LOVATO.

[Signature]
NOTARY PUBLIC

My Commission Expires: 11-2-2001



STATE OF WYOMING)
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me the 10th day of August, 1999, by JOHN EDWARD CHRISTAIN and CAROL SUE BAROZZINI.

[Signature]
NOTARY PUBLIC

My Commission Expires: 11-2-2001

