

PRIVATE ROADWAY EASEMENT AGREEMENT

THIS PRIVATE ROADWAY EASEMENT AGREEMENT made and entered into, and effective this 15th day of June, 2001, by and among the undersigned parties as both Grantor(s) and Grantee(s).

Identification of Grantor(s) and Grantee(s)

Grantor(s): Linda Sue Irana Lovato
P.O. Box 85
Clearmont, WY 82835

Grantee(s) Bernard Bruce Penn and Judith K. Penn
3548 Highway 14-16
Clearmont, WY 82835

The above-named Grantor(s) and Grantee(s) are referred to herein as the "parties".

Recitals

1. The parties, as Grantor(s) and Grantee(s), desire to establish a private roadway easement (hereinafter "easement") and right-of-way to enable said Grantee(s) to have access for ingress and egress, and for such other specific and limited purposes as set forth herein, so that Grantee(s) have access to their land as described in Exhibit "A" attached hereto and incorporated herein by reference, including the right to drive vehicles along said easement.

2. The parties warrant that they are the owners of the respective lands described herein in Exhibit "A" attached hereto.

3. The Grantor(s) desire to grant an easement to the Grantee(s) and to their successors and assigns, subject to the terms and conditions set forth herein.

Easement Agreement

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, and in consideration of the mutual covenants and agreements stated herein, it is hereby agreed by and among the parties as follows:

1. Grantor(s) hereby grant and conveys unto Grantee(s), their heirs, successors and assigns, an easement over and across the lands described herein in Exhibit "B", attached hereto and incorporated herein by reference, to the extent that said lands are owned by the parties, situate in Sheridan County, State of Wyoming. The described easement is shown on a plat marked Exhibit "C" attached hereto and incorporated herein by reference.

2. The lands subject to and benefited by this easement are those described in Exhibit "A". This easement shall be construed as an easement appurtenant to the land, and shall inure to the benefit of and be binding upon each of the parties, their heirs, personal representatives, successors and assigns.

3. This easement is granted only for specific and limited purposes, and subject to express terms and conditions, all of which are as follows:

a. The easement shall only be used by the Grantee(s), their heirs, successors and assigns, for the purposes stated herein.

b. Grantee(s) have the nonexclusive right to use the easement for purposes of gaining access to their land. This right of access extends to the parties, their agents, employees, business invitees, and social invitees. No party shall leave the described easement without express permission.

c. The primary purpose of the easement is for residential and agricultural purposes. Grantee(s) have the right to use the easement for ingress and egress to lands described on Exhibit "A" for residential, agricultural operations, livestock raising, hunting, fishing, social and recreational purposes.

d. Any gate presently located or hereafter placed upon said easement along the boundary fence between the parties' respective lands, or those of third parties, shall be kept closed as necessary to contain livestock on each respective landowner's property. Land owners shall have the right to install additional gates along their boundary line as necessary.

e. Cattle guards may be installed on the property boundary lines so long as the adjoining landowner agrees in writing to allow the installation of said cattle guards. Cattle guards shall be of a type designed to prevent injury to horses. If cattle guards are installed within the easement, the party or parties installing said cattle guards shall be responsible for their maintenance, repair and replacement. Cattle guards must be kept reasonable clean and free of debris to enable the parties to keep their livestock on their respective lands. If a cattle guard is installed, a gate or opening adjacent to the cattle guard shall be installed in the fenceline to allow livestock to be driven around the cattle guard and back onto the roadway.

f. The Grantee(s) shall maintain the easement, at their own expense, but shall not have the right to widen, enlarge or relocate the easement, except with the prior written consent and permission of the Grantor(s) first had and obtained.

g. The easement may be changed, altered and relocated from time to time by Grantor(s) as the same crosses said Grantor's land, at the landowner's expense, provided that the Grantee(s) shall not be denied access to and across the relocated roadway.

h. The parties shall not permit vehicles or equipment to be parked within the easement right-of-way except during an emergency, and then only temporarily until the emergency passes.

i. The parties will cooperate to control the speed of vehicles, littering, and the growth of noxious weeds over the roadway easement.

j. Any livestock trailed across the easement by Grantee(s) shall be trailed at a normal pace and shall not be stopped to graze or rest on any lands of the Grantor(s).

k. This easement shall not be construed or interpreted to grant any person using said easement any right to go upon, cross or trespass upon any lands belonging to Grantor(s).

4. Each of the parties hereby releases and waives any and all rights, under and by virtue of the homestead exemption laws of the State of Wyoming.

5. This easement may be executed by the parties in separate counterparts, which, when taken together, shall constitute a fully executed agreement.

IN WITNESS WHEREOF, the parties have executed this Private Roadway Easement Agreement on the dates indicated below. This agreement shall be effective as of 15/6/01.

Grantor:

Linda Sue Irana Lovato
Linda Sue Irana Lovato

Grantee:

Bernard Bruce Penn
Bernard Bruce Penn

Judith K. Penn
Judith K. Penn

State of Wyoming)
)ss
County of Sheridan)

The foregoing instrument was acknowledged before me this 15th day of June, 2001, by Linda Sue Irana Lovato.

Witness my hand and official seal.



Brenda L. Holland
Notary Public

My Commission Expires: Dec 5, 2004

State of Wyoming)
)ss
County of Sheridan)

The foregoing instrument was acknowledged before me this 15th day of June, 2001, by Bernard Bruce Penn and Judith K. Penn.

Witness my hand and official seal.



Brenda L. Holland
Notary Public

My Commission Expires: Dec 5, 2004

EXHIBIT "A"

NE1/4SE1/4, Section 31, T54N, R79W of the Sixth P.M., Sheridan County, Wyoming.

EXHIBIT "B"

The North Half, the Northwest Quarter of the Southeast Quarter and the North Half of the Southwest Quarter of Section 31, Township 54 North, Range 79 West of the Sixth P.M., Sheridan County, Wyoming.

EXHIBIT "C"

LEGAL DESCRIPTION
ACCESS EASEMENT

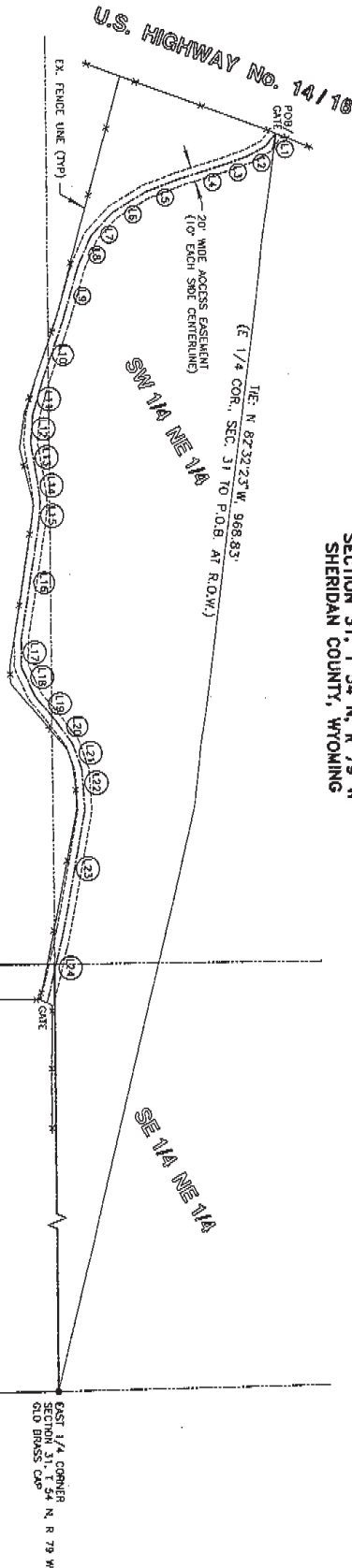
A twenty (20.00) foot wide tract of land located in the South Half of the Northeast Quarter ($S\frac{1}{2}NE\frac{1}{4}$) and the Northwest Quarter of the Southeast Quarter ($NW\frac{1}{4}SE\frac{1}{4}$) of Section 31, Township 54 North, Range 79 West, of the Sixth Principal Meridian, Sheridan County, Wyoming, for purposes of access to and from the following property: $NE\frac{1}{4}SE\frac{1}{4}$ of said Section 31; being ten (10.00) feet on each side of the following described centerline:

Beginning at a point on the easterly right of way of U.S. Highway No. 14 / 16, located $N 82^{\circ}32'23"W$, 968.83 feet from the East Quarter Corner of said Section 31; thence $S 53^{\circ}03'38"E$, 24.24 feet; thence $S 28^{\circ}20'07"E$, 29.13 feet; thence $S 19^{\circ}00'11"E$, 37.14 feet; thence $S 16^{\circ}54'12"E$, 66.23 feet; thence $S 20^{\circ}19'12"E$, 50.93 feet; thence $S 31^{\circ}16'26"E$, 54.52 feet; thence $S 47^{\circ}32'13"E$, 46.96 feet; thence $S 65^{\circ}49'48"E$, 45.91 feet; thence $S 73^{\circ}15'20"E$, 76.03 feet; thence $S 70^{\circ}31'33"E$, 92.24 feet; thence $S 73^{\circ}30'34"E$, 51.93 feet; thence $S 85^{\circ}30'55"E$, 42.54 feet; thence $N 80^{\circ}21'06"E$, 42.29 feet; thence $N 81^{\circ}28'08"E$, 41.45 feet; thence $S 84^{\circ}35'38"E$, 32.60 feet; thence $S 80^{\circ}35'40"E$, 164.25 feet; thence $S 89^{\circ}40'46"E$, 38.46 feet; thence $N 66^{\circ}03'37"E$, 46.26 feet; thence $N 51^{\circ}51'54"E$, 52.28 feet; thence $N 54^{\circ}21'58"E$, 37.82 feet; thence $N 71^{\circ}16'56"E$, 39.05 feet; thence $N 86^{\circ}42'54"E$, 57.74 feet; thence $S 79^{\circ}05'21"E$, 172.51 feet; thence $S 76^{\circ}34'43"E$, 104.76 feet;

lengthening or shortening the side lines of said easement to terminate at the easterly right of way of U.S. Highway No. 14 / 16 and the north or west lines of said $NE\frac{1}{4}SE\frac{1}{4}$ of Section 31, said tract containing 0.66 acres, more or less.

EXHIBIT

SHOWING
ACCESS EASEMENT (20' WIDTH)
LOCATED WITHIN
S1/2NE1/4 AND NW1/4SE1/4
SECTION 31, T 54 N, R 79 W
SHERIDAN COUNTY, WYOMING



NW 1/4 SE 1/4

NE 1/4 SE 1/4

SE 1/4 NE 1/4

LINE NO.	DIRECTION	DISTANCE
1	S 53.0318° E	24.24'
2	S 28.2007° E	29.13'
3	S 19.0611° E	37.14'
4	S 16.5412° E	66.23'
5	S 20.1912° E	50.93'
6	S 31.1626° E	54.52'
7	S 47.3213° E	46.86'
8	S 65.4848° E	45.91'
9	S 73.1520° E	76.03'
10	S 70.3133° E	92.24'
11	S 75.1034° E	51.53'
12	S 65.1055° E	42.54'
13	N 87.2106° E	42.29'
14	N 87.2808° E	41.45'
15	N 84.1538° E	32.80'
16	S 87.3540° E	164.25'
17	S 88.4045° E	39.46'
18	N 65.0317° E	46.28'
19	N 51.5154° E	52.28'
20	N 54.2158° E	37.82'
21	N 71.1958° E	39.05'
22	N 65.4254° E	37.24'
23	S 79.0324° E	172.51'
24	S 76.3443° E	106.78'

SCALE: 1" = 200'



MENTOCK-WILLEY CONSULTANTS
CONSULTING ENGINEERS AND LAND SURVEYORS

1030 NORTH MAIN ST.
TAYLOR PLACE No. 2
SHERIDAN, WY 82801
Phone 307-674-4224
Fax 307-672-9492

JOB No. 01-334

0133PEN.dwg

MAY 2, 2001

SOUTHEAST CORNER
SECTION 31, T 54 N, R 79 W
SET STONE

EAST 1/4 CORNER
SECTION 31, T 54 N, R 79 W
OLD BRASS CAP

N 0°47' W, 2657.26' (BASIS OF BEARING)

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