

### MUTUAL EASEMENT AGREEMENT

This agreement, made and entered into this 12<sup>th</sup> day of June, 1998, by and between LEAH OPAL KROHN, a single woman, and DALE R. BAKKE and HELEN M. BAKKE, husband and wife.

WHEREAS, Leah Opal Krohn, a single woman, is the record owner of the real property described on Exhibit "A" attached hereto and by reference made a part hereof, and

WHEREAS, Dale R. Bakke and Helen M. Bakke, husband and wife, are the record owners of the following described real property, to-wit:

Lot 2 of the Toby Johnson Subdivision.

A subdivision in Sheridan County, Wyoming,  
as recorded in Book 1 of Plats, Page 246.

WHEREAS, the parties hereto, by mutual consent wish to create a perpetual non-exclusive access easement and right of way which shall be appurtenant to the respective properties and shall run with the land,

NOW THEREFORE, Leah Opal Krohn, a single woman, does hereby grant and convey unto Dale R. Bakke and Helen M. Bakke, husband and wife, a perpetual non-exclusive access easement and right of way over, under and across that portion of land more particularly described on Exhibit "B" attached hereto and by reference made a part hereof,

FURTHER, Dale R. Bakke and Helen M. Bakke, husband and wife, do hereby grant and convey unto Leah Opal Krohn, a single woman, a perpetual non-exclusive access easement and right of way across the land more particularly described and located as follows, to-wit:

The East 300 feet of Lot 2 of the Toby Johnson Subdivision.

A subdivision in Sheridan County, Wyoming,  
as recorded in Book 1 of Plats, Page 246.

FURTHER, Leah Opal Krohn, a single woman, consents to the removal of existing fences and trees as well as the relocation of any utilities situated in, upon or under the land described on Exhibit "B" hereof.

FURTHER, the parties hereto agree that they shall be equally and mutually responsible for the maintenance of the herein described access easement and,

FURTHER, the parties hereto agree to indemnify, defend and hold each other harmless from any liability arising from the use of the herein described easement by themselves or any of their respective guests, invitees, licensees, representatives, successors and assigns, and

FURTHER, this easement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and shall be appurtenant to the property and shall run with the land.

FURTHER, the parties hereto hereby waive and release all rights under and by virtue of the homestead exemption laws of the State of Wyoming insofar as affected by this conveyance.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing document this 12<sup>th</sup> day of June, 1998.

Leah Opal Krohn  
Leah Opal Krohn

Dale R. Bakke  
Dale R. Bakke

Helen M. Bakke  
Helen M. Bakke

STATE OF WYOMING )  
                          ) ss  
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Leah Opal Krohn, this 12 day of June, 1998.

Witness my hand and official seal.

John E. Pelham  
Notary Public

My Commission Expires Dec. 18, 2001

STATE OF WYOMING )  
                          ) ss  
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Dale R. Bakke and Helen M. Bakke, this 12 day of June, 1998.

Witness my hand and official seal.

  
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Notary Public

My Commission Expires Dec. 18, 2001

EXHIBIT "A"

A tract of land located in the SW 1/4 NW 1/4 of Section 14, Township 55 North, of Range 84 West of the Sixth Principal Meridian, in Sheridan County, Wyoming, described as follows:

Beginning at a point 33 feet West and 570 feet South of the Northeast corner of the SW 1/4 NW 1/4 of the Section 14, Township 55 North, Range 84 West of the Sixth Principal Meridian, running thence West 966 feet on a line parallel to the North line of said SW 1/4 NW 1/4 of said Section 14 to the center of the channel of Little Goose Creek; thence Southwesterly along said channel of Little Goose Creek a distance of 75 feet, more or less; thence East on a line parallel to the North line of this tract, and 70 feet distant therefrom, 980 feet to the West line of the State Highway; thence North 70 feet to the point of beginning

**EXHIBIT "B"**

A tract of land situated in the SW $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 14, Township 55 North, Range 84 West of the Sixth Principal Meridian, Sheridan County, Wyoming; being the South 6 feet of the East 300 feet of that tract of land described in Book of Deeds 354, Page 49, Sheridan County Clerk's Office, Sheridan, Wyoming; this tract of land for an access easement being more particularly described as follows:

Beginning at a point which is 33 feet West and 640 feet South of the Northeast corner of the SW $\frac{1}{4}$ NW $\frac{1}{4}$  of said Section 14, this point of beginning also being the Southeast corner of that tract described in said Book 354, Page 49; thence West for a distance of 300 feet; thence North for a distance of 6 feet; thence East for a distance of 300 feet; thence South for a distance of 6 feet to the point of beginning.