

**RIGHT-OF-WAY EASEMENT**

**THIS RIGHT-OF-WAY EASEMENT**, made this 19<sup>th</sup> day of April, 2002, by and between **Gary G. Koltiska and Vicki Jo Koltiska, husband and wife**, whose address is 129 Cat Creek Road, Sheridan, Wyoming 82801, hereinafter referred to as "Grantors"; and **David T. Clarendon, a married man dealing in his sole and separate property**, whose address is P.O. Box 13, Banner, Wyoming 82832, hereinafter referred to as "Grantee";

**WITNESSETH, THAT**

1. In and for the consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, and the covenants and agreements herein contained, the Grantors this day grant and deliver unto the Grantee and his successors in interest of the Dominant Property, a permanent, non-exclusive easement for ingress and egress to and from the following described lands situate in Sheridan County, Wyoming, to-wit:

**Township 55 North, Range 82 West, 6<sup>th</sup> P.M., Sheridan County, Wyoming**

Section 7: E1/2SE1/4

Section 18: N1/2NE1/4, SW1/4NE1/4, Lots 1, 2, 3 and 4, E1/2W1/2

**Township 55 North, Range 83 West, 6<sup>th</sup> P.M., Sheridan County, Wyoming**

Section 11: E1/2

Section 12: E1/2, SW1/4, NW1/4

Section 13: N1/2

Section 14: NE1/4

(Hereinafter referred to as the "Dominant Property")

2. The easement granted is a non-exclusive right-of-way and easement thirty feet (30') in width across the following lands:

Beginning at the eastern end of Cat Creek thence traveling generally east and southeast along an existing road commonly referred to as "East Fork Cat Creek Road" to a point connecting with the lands owned by David T. Clarendon more particularly described as follows:

A private road for ingress and egress 30 feet wide lying 15 feet on each side of a centerline situated in the East Half of Section 2, the SW1/4SW1/4 of Section 1, Township 55 North, Range 83 West, 6th P.M., Sheridan County, Wyoming; said centerline described as follows:

Beginning at a point on the centerline of an existing road bed, and on the West line of said East 1/2 of Section 2; said point being N00°13'59"W, 4376.56 feet from the south quarter corner of said Section 2; thence S36°08'11"E, 329.60 feet along said centerline of an existing road bed to a point; thence S44°19'36"E, 159.26 feet along said centerline of an existing road bed to a point; thence S48°49'52"E, 460.84 feet along said centerline of an existing road bed to a point; thence S39°24'38"E, 148.15 feet along said centerline of an existing road bed to a point; thence S29°08'11"E, 364.41 feet along said centerline of an existing road bed to a point; thence S37°30'37"E, 261.51 feet along said centerline of an existing road bed to a point; thence S40°09'10"E, 350.52 feet along said centerline of an existing road bed to a point; thence S37°55'44"E, 605.71 feet along said centerline of an existing road bed to a point; thence S39°13'10"E, 851.67 feet along said centerline of an existing road bed to a point; thence S36°55'34"E, 790.22 feet along said centerline of an existing road bed to a point; thence S54°56'47"E, 295.96 feet along said centerline of an existing road bed to a point; thence S52°34'10"E, 333.53 feet along said centerline of an existing road bed to a point; thence S47°04'44"E, 187.30 feet along said centerline of an existing road bed to a point; thence S37°22'18"E, 579.39 feet more

or less along said centerline of an existing road bed to a point on the south line of said Section 2.


Basis of Bearings is Wyoming State Plane: East Central Zone.

3. Said easement shall be appurtenant to the Dominant Property and shall be construed as an easement running with the Dominant Property and may be used by Grantee, his guests, agents, successors in interest, heirs and assigns.
4. Grantors may use the right-of-way and easement for any purpose not inconsistent with the rights granted to Grantee herein, including the right to use this easement for access to Grantors' property. Grantee may replace an existing gate (a total of one currently exists) with a cattleguard at his expense provided such cattleguard is constructed in an elevated fashion to minimize hazards to horses, are a minimum of twelve feet wide, utilize flat top components for the portion of the cattleguard which is used as a traveling surface. Grantee may move existing fencing at his own expense to prevent the interference of said fencing with the use of the easement. However, existing fencing shall be considered to remain for the convenience of the parties with permission until Grantee deems movement of the fencing to be necessary. Grantors reserve the right to fence or cross-fence the easement. However, if the easement is cross fenced, Grantors and Grantee, at Grantee's election, may install cattleguards at each cross-fence. The cost of installing cattleguards at new cross fences shall be split equally between the Grantors and Grantee and the type will be as set forth above.
5. Maintenance and improvement costs, if any, will be based upon use by the parties and further agreement between the parties. However, either party may complete maintenance and improvements at their sole expense without the consent of the other party provided that such maintenance and improvements do not interfere with the rights granted herein.
6. This agreement is binding upon the heirs, assigns and successors in interest of the parties.

**DATED** this 19th day of April, 2002.

**GRANTORS:**

  
 Gary G. Koltiska

  
 Vicki Jo Koltiska

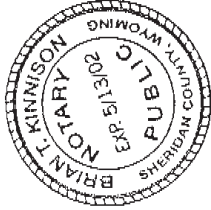
**GRANTEE:**

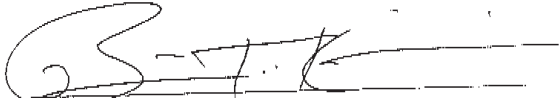
  
 David T. Clarendon

STATE OF WYOMING     )  
                                      : ss.  
COUNTY OF SHERIDAN    )

The foregoing instrument was acknowledged before me on the 19th day of April, 2002, by David T. Clarendon.

Witness my hand and official seal.



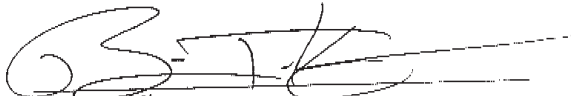
  
Notary Public

STATE OF WYOMING     )  
                                      : ss.  
COUNTY OF SHERIDAN    )

The foregoing instrument was acknowledged before me on the 19th day of April, 2002, by Gary G. Koltiska and Vicki Jo Koltiska.

Witness my hand and official seal.



  
Notary Public