

RIGHT OF WAY EASEMENT

THIS AGREEMENT, made and entered into this day by
and between J. K. DAVIS and ANNE L. DAVIS, husband and wife,
of Sheridan County, Wyoming, hereinafter called Grantors, and
GEORGE A. NUGENT and JAY E. NUGENT of Sheridan County, Wyoming,
hereinafter called Grantees,

WITNESSETH, THAT:

WHEREAS, the Grantors are the owners of the following
described lands situate in Sheridan County, Wyoming, to-wit:

Township 53 North, Range 83 West of 6th P.M.
Section 5: S $\frac{1}{2}$ S $\frac{1}{2}$
Section 8: N $\frac{1}{2}$ NE $\frac{1}{4}$

WHEREAS, the Grantees are the owners of the following
described lands situate in Sheridan County, Wyoming, to-wit:

Township 53 North, Range 83 West of 6th P.M.
Section 8: NW $\frac{1}{4}$

WHEREAS, the Grantees desire a private right of way
across said lands to permit the Grantees, their agents, heirs,
successors and assigns, to have ingress and egress from the
County Road across a portion of the lands owned by Grantors
with the understanding that said private right of way shall
be used solely to permit motor vehicles to have access to the
fee lands of Grantees above described.

NOW, THEREFORE, IT IS HEREBY AGREED by and between
the parties hereto as follows:

I.

The Grantors, for and in consideration of the sum of
One Dollar (\$1.00) and other good and valuable consideration,

the receipt and sufficiency of which is hereby acknowledged, do hereby grant unto the Grantees, and to their heirs, successors and assigns, an easement and private right of way to use the existing roadway which extends from the County Road across the lands of Grantors above described to the lands of the Grantees above described which the express understanding that said easement constitutes a private right of way to be used solely to enable motor vehicles to have access from the County Road to the lands of Grantees.

II.

It is understood that said right of way herein granted shall not be fenced in any manner except with the written permission of Grantors, their heirs, assigns or successors in interest.

III.

It is further understood and agreed that the Parties hereto will jointly maintain the cattle guard found at the entrance to Grantors' lands from the County Road, and in the event the Grantors or their successors in interest shall elect to place gates across the existing roadway, that Grantees and their successors in interest shall, when requested to do so, cause said gates to be closed.

IV.

It is further agreed between the Parties that the Grantees shall pay one-half the cost of maintaining the existing roadway from the County Road to the private approach used by Grantors and all costs of maintenance from the private approach

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of Grantors to the point where said roadway enters the property of Grantees.

V.

This easement and the covenants herein contained shall be construed as an easement and right of way running with the land for the private use and benefit of Grantees, their heirs, successors in interest and assigns.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands this 28 day of February, 1963.

J. K. Davis
Anne L. Davis
GRANTORS

George A. Nugent
Jay E. Nugent
GRANTEES

STATE OF WYOMING)
COUNTY OF SHERIDAN) SS

On this 28 day of February, 1963, before me personally appeared J. K. DAVIS and ANNE L. DAVIS, husband and wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.



William S. Riddle
Notary Public

My commission expires: March 24, 1966

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STATE OF WYOMING)
) SS
COUNTY OF SHERIDAN)

On this 28 day of February, 1963, before me personally appeared GEORGE A. NUGENT and JAY E. NUGENT, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.



William J. Balle
Notary Public

My commission expires: March 24, 1966