

RECORDED MARCH 14, 1973, BK 193 PG 53, NO. 622998, B. E. HUME, COUNTY CLERK

EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, C. PARDEE ERDMAN, JR. and LYNN E. de ALMEIDA are the owners of the following described lands situate in the County of Sheridan, State of Wyoming, to-wit:

Lots 1, 2, 3 and 4, the N $\frac{1}{2}$ NE $\frac{1}{4}$, the SW $\frac{1}{2}$ NE $\frac{1}{4}$, the E $\frac{1}{2}$ W $\frac{1}{2}$ and the SE $\frac{1}{4}$ of Section 31; the N $\frac{1}{2}$ SW $\frac{1}{4}$ and the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 32, Township 54 North, Range 85 West of the 6th P.M., Sheridan County, Wyoming, hereinafter referred to as the "Upper Folly Ranch";

and

WHEREAS, ALLEN O. FORDYCE, JR. and GWYNNE J. FORDYCE, husband and wife, hereinafter called Grantors, are the owners of the lands which lie between the Upper Folly Ranch and the so-called Red Grade Road; and

WHEREAS, for some years past, the owners of the so-called Upper Folly Ranch have used an access road across the lands of Grantors, as a means of ingress and egress to said Upper Folly Ranch, and have also crossed said lands with a telephone line and wish to be able to furnish electrical service to the Upper Folly Ranch; and

WHEREAS, Allen O. Fordyce and Gwynne J. Fordyce, his wife, are about to dispose of their lands and the owners of said Upper Folly Ranch wish to acquire a right of way easement for said access road and for utility lines.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, ALLEN O. FORDYCE, JR. and GWYNNE J. FORDYCE, husband and wife,

Grantors, do hereby grant and convey unto C. PARDEE ERDMAN, JR. and LYNN E. de ALMEIDA and to their heirs at law and their successors in interest, Grantees, an access road easement thirty (30) feet in width, to enable said Grantees to have reasonable access to said Upper Folly Ranch, said roadway being thirty (30) feet in width and being located in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ and the NW $\frac{1}{4}$ of Section 32 and the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 31, Township 54 North, Range 85 West of the 6th P.M., Sheridan County, Wyoming, said easement having a center line described as follows:

Beginning at a point on the North line of said Section 32, which is North 89°54' East 1249 feet from the North One-quarter Corner of said Section 32; thence South 4°30' East 357.7 feet to a point; thence South 25°56' West 117.8 feet to a point; thence South 3°37' East 167.2 feet to a point; thence South 40°52' West 132.9 feet to a point; thence South 14°31' West 340.8 feet to a point; thence South 20°38' West 168.2 feet to a point; thence North 55°19' West 332.6 feet to a point; thence North 39°40' West 309.2 feet to a point; thence North 58°30' West 165.0 feet to a point; thence North 35°49' West 109.2 feet to a point; thence North 44°04' West 172.1 feet to a point; thence North 25°12' West 288.7 feet to a point; thence South 46°25' West 179.1 feet to a point; thence South 70°35' West 144.8 feet to a point; thence South 38°21' West 870.7 feet to a point; thence South 57°14' West 226.1 feet to a point; thence South 62°32' West 127.3 feet to a point; thence South 46°09' West 241.4 feet to a point; thence South 65°14' West 191.8 feet to a point; thence South 46°59' West 114.2 feet to a point; thence South 89°50' West 94.9 feet to a point; thence North 71°18' West 140.9 feet to a point; thence South 55°06' West 322.6 feet to a point; thence South 87°54' West 312.2 feet to a point; thence South 53°37' West 174.9 feet to a point; thence South 72°30' West 404.4 feet to a point; thence North 62°32' West 326.1 feet

to a point; thence South 31°32' West 94.8 feet to a point; thence South 7°15' East 443.2 feet to a point; thence South 31°55' West 134.5 feet to a point; thence South 45°16' West 269.6 feet to the point of ending, on the West line of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 31, which is North 10°17' West 38.7 feet from the SW Corner of said SE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 31.

That a plat indicating the location of said roadway easement is attached hereto, marked Exhibit "A" and by reference thereto made a part hereof.

The Grantors do also hereby grant and convey to the Grantees, and to their heirs at law and successors in interest, an easement or right of way for the telephone wires, together with poles, guys and support, which presently serve the Upper Folly Ranch and which cross the lands of Grantors located in Sections 31 and 32, Township 54 North, Range 85 West of the Sixth Principal Meridian. It is understood that said easement is for the location of said lines as presently situated and includes reasonable right of ingress and egress over the adjacent lands of the Grantors for the purposes of repairing, stringing new wires, maintaining and removing such lines and appurtenances. Grantors shall have the right to remove the telephone line to a different location in the event, for any reason, Grantors wish to do so.

The Grantors also grant and convey to Grantees, and to their heirs at law and successors in interest, an easement and right of way for an electric transmission and distribution line to cross the lands of Grantors located in Sections 31 and 32, Township 54 North, Range 85 West, 6th P.M., provided said

line is located in such a manner as to not interfere with the buildings or building site of Grantees. Once said telephone transmission and distribution line has been located in an area acceptable to Grantors, then Grantees shall have the reasonable right of ingress and egress over the adjacent lands of the Grantors for the purpose of repairing, maintaining and removing such lines and appurtenances.

The Grantees shall pay to Grantors, reasonable compensation for any damage done by Grantees or their successors in interest to the property of the Grantors, arising out of the construction, reconstruction, operation or maintenance of said electrical transmission and distribution lines and said telephone lines.

IT IS UNDERSTOOD that the roadway easement may be graveled only and shall never be paved without the written consent of Grantors.

IT ALSO IS UNDERSTOOD that this easement shall remain in full force and effect so long as the lands referred to herein as the "Upper Folly Ranch" are not subdivided and so long as there is not effected a sale of individual cabins to third parties. This easement shall terminate immediately if said "Upper Folly Ranch" is subdivided or if the cabins located thereon are sold individually to third parties or if the ranch is being used for any commercial enterprise.

IT IS FURTHER AGREED that the terms hereof shall be binding upon the successors and assigns of the Grantors and Grantees, and that the covenants herein contained shall be construed as covenants running with the land.

IN WITNESS WHEREOF, the Grantors have executed
this Right of Way Easement Agreement this 13 day of March,
1973.

Allen O. Fordyce, Jr.
Allen O. Fordyce, Jr.

Gwynne J. Fordyce
Gwynne J. Fordyce

STATE OF WYOMING)
 : ss.
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me
this 13 day of March, 1973, by ALLEN O. FORDYCE, JR. and
GWYNNE J. FORDYCE, husband and wife.

WITNESS my hand and Official Seal.



William S. Kelly
Notary Public

Commission expires: March 24-1974

