

RECORDED APRIL 13, 1972, BK 186 PG 517, NO. 605629, B. B. HUME, COUNTY CLERK

EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into this day  
by and between MARY M. BOURDON, a single person, hereinafter  
called First Party and LAMBERT NIEDRINGHAUS and ELIZABETH S.  
NIEDRINGHAUS, husband and wife, hereinafter called Second  
Parties;

WITNESSETH, THAT:

WHEREAS, the First Party is the owner of the  
following described land situate in the County of Sheridan,  
State of Wyoming, to-wit:

Township 54 North, Range 86 West, 8th P.M.

Section 12:  $\frac{1}{2}$ SW $\frac{1}{4}$ , 6 $\frac{1}{2}$

and

WHEREAS, the Second Parties are the owners of the  
following described land situate in the County of Sheridan,  
State of Wyoming, to-wit:

Township 54 North, Range 86 West, 8th P.M.

Section 1:  $\frac{1}{2}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$ NE $\frac{1}{4}$ , NE $\frac{1}{4}$ SE $\frac{1}{4}$

Section 12:  $\frac{1}{2}$ SW $\frac{1}{4}$

and

WHEREAS, the Second Parties desire a private right-  
of-way and easement across the lands of First Party to permit  
second parties and their employees, assigns and successors in  
interest to have a means of ingress and egress from Second  
Parties' lands situate in Section 12 aforesaid to the Big Horn  
National Forest, and

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WHEREAS, the First Party is willing to convey a right-of-way easement to Second Parties, subject to the terms and conditions herein expressed, and the parties hereto wish to reduce to writing, their understandings and agreements.

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

I.

That the First Party, for and in consideration of the sum of Ten Dollars and other good and valuable consideration, including the promises and agreements of Second Parties, hereinafter set forth, has and by these presents, does grant and convey unto the Second Parties, their heirs, assigns and successors in interest, a private right-of-way for a stock trail across the lands now owned by First Party, said right-of-way being across the SW $\frac{1}{4}$ NE $\frac{1}{4}$  and the W $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 12, Township 54 North, Range 86 West, 6th P.M., and being 300 feet in width and being more fully described as follows:

One Hundred Fifty (150) feet on either side of a line, more particularly described as follows:

Commencing at a point which is South 63°29' West 2764 feet from the NE Corner of Section 12, in Township 54 North, Range 86 West; thence South 16°30' East 1400 feet; thence South 18° East 825 feet; thence South 32° East 815 feet; thence South 38° West 1540 feet, more or less, to the South line of said Section 12, Township 54 North, Range 86 West of the 6th P.M., said easement being indicated on the plat which is marked Exhibit "A" attached hereto and by reference made a part hereof.

II.

IT IS UNDERSTOOD that this Easement is for stock trail purposes only, and that motor vehicles will not be used on said stock trail without the written permission of First Party first had and obtained.

III.

IT IS FURTHER UNDERSTOOD that said stock trail shall not be fenced, except with the written permission of First Party first had and obtained.

IV.

Second Parties agree to be responsible for any damage which shall be occasioned to First Party's lands or property as a result of Second Parties' exercising said easement.

V.

IT IS UNDERSTOOD that this Easement and right-of-way is private in character and shall be used only by Second Parties, their employees and successors in interest in moving livestock to and from the National Forest, and in riding horseback from Second Parties' lands to the Big Horn National Forest.

VII.

This Easement and the covenants herein contained shall inure to the benefit of and be binding upon the heirs, assigns and successors in interest of the parties hereto, and shall be construed as an easement and covenants running with the land for the private use and benefit of Second Parties and their successors in interest and assigns.


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IN WITNESS WHEREOF the Parties hereto cause  
this Easement Agreement to be executed this 1 day  
of December, 1971.

Mary M. Bourdon  
FIRST PARTY

Lambert Niedringhaus  
Elizabeth S. Niedringhaus  
SECOND PARTIES

STATE OF WYOMING )  
 ) SS  
COUNTY OF SHERIDAN )


The foregoing instrument was acknowledged before  
me this 1 day of December, 1971, by MARY M. BOURDON,  
a single person.

WITNESS my hand and Official Seal.

William E. Keale  
Notary Public

My Commission expires: March 24, 1974

STATE OF WYOMING )  
 ) SS  
COUNTY OF SHERIDAN )

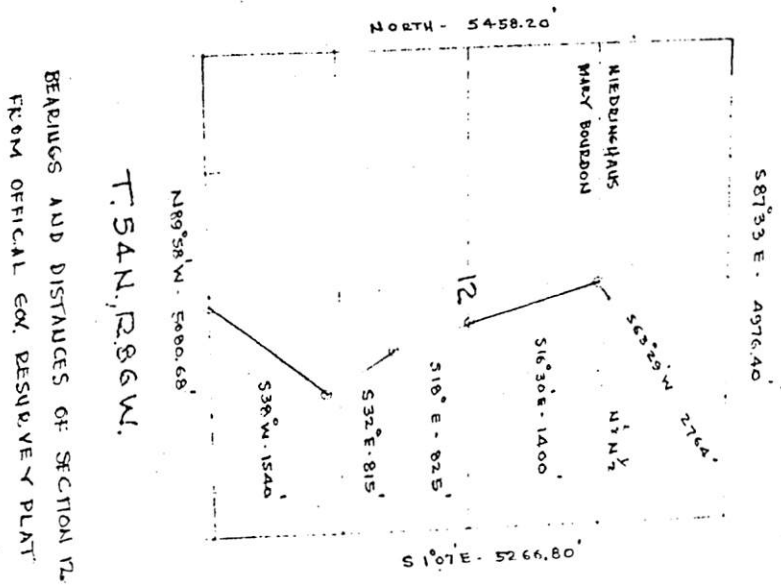
The foregoing instrument was acknowledged before  
me this 10 day of December, 1971, by LAMBERT NIEDRINGHAUS  
and ELIZABETH S. NIEDRINGHAUS, husband and wife.

WITNESS my hand and Official Seal.

William E. Keale  
Notary Public

My commission expires: March 24, 1974

# EXHIBIT "A"



NOTE: SW 1/4 NE 1/4, W 1/2 SE 1/4 SEC 12, T. 54 N., R. 86 W. POINT OF BEGINNING - 968° 29' W, A DISTANCE OF 2764' FROM N. CO. 12, 54-86

THENCE ON CENTRE LINE FOR

S 16° 30' E - 1400'

S 18° E - 825'

S 32° E - 815'

AND S 38° W - 1540' TO SOUTH LINE 12-54-86

STOCK TRAIL WIDTH 11'

ON EACH SIDE OF MENTIONED CENTRE LINE

NOTE: STOCK TRAIL LOCATION FROM AERIAL PHOTOGRAPH 65 AUG 1-21, 7-21-63

PROPOSED STOCK TRAIL LOCATION FOR

LAMBERT NIEDRINGER & SONS

SCALE 1" = 1 MILE

CARL R. GILMAN & SONS 11/26/71

