

**CONVEYANCE OF ACCESS EASEMENT**

This Easement Conveyance is entered into this 26<sup>th</sup> day of March, 2002, by and between **CATO FAMILY REAL ESTATE LIMITED PARTNERSHIP**, a Georgia limited partnership, and **WAY LAND OF WYOMING, LLC**, a Wyoming limited liability company ("Grantors"), of 782 Soldier Creek Road, Sheridan, Wyoming 82801, and **FAITH INGWERSEN** ("Grantee"), of 708 Soldier Creek Road, Sheridan, Wyoming 82801.

**WHEREAS**, Grantee is the owner of certain lands in Sheridan County, Wyoming, described as follows:

Township 56 North, Range 85 West, 6th P.M.  
Section 32: SW1/4NE1/4, S1/2NW1/4, SW1/4, W1/2SE1/4

("Grantee's Land"); and

**WHEREAS**, Grantors are the owners of certain lands which include but are not limited to the following:

Township 56 North, Range 85 West, 6<sup>th</sup> P. M.  
Section 29: E1/2W1/2  
Section 32: NE1/4NW1/4

("Grantors' Land"); and

**WHEREAS**, the access road historically and currently used by Grantee and her predecessors in title for ingress and egress to and from Grantee's Land crosses Grantors Land; and

**WHEREAS**, Grantors wish to convey to Grantee a permanent access easement across Grantors' Land in accordance with the terms of this instrument;

**NOW, THEREFORE**, for good and valuable consideration, including the mutual promises and covenants contained herein, it is agreed by and among the parties as follows:

**1. Grant of Easement**

Grantors do hereby grant and convey to Grantee, and the successors and assigns of Grantee, a nonexclusive access easement, thirty (30) feet in width, for construction, maintenance and use of an existing access roadway (the "Access Road"), such easement to be used solely for ingress and egress to and from the Soldier Creek County Road, through lands described in this instrument as Grantors' Land, to and from Grantee's Land, for agricultural and residential purposes only.

2. Survey of Easement.

No later than one year following the execution of this instrument, the Grantee, at her expense, shall obtain a survey of the centerline of the easement granted herein, which shall generally follow the centerline of the existing Access Road. A survey plat, with the surveyor's legal description of the centerline of the easement shall be recorded in the records of Sheridan County, Wyoming, by the Grantee, at her expense.

3. Construction and Reclamation.

As this easement conveyance provides for use of the existing Access Road, no significant new construction is anticipated at the time of the easement conveyance. To the extent either party wishes to improve the Access Road in the future, either party may do so at his/her/its expense, or the parties may, on a case-by-case basis, if agreed by Grantors and Grantee, share the expense of improvements. To the extent the surface of Grantors' Land is disturbed by any of Grantee's construction activities (including any future maintenance or reconstruction), the Grantors' Land shall be reclaimed and repaired by Grantee with contours and vegetation like or similar to that in place prior to such activities, except that this provision shall not require planting or growth of vegetation on any compacted roadway surface.

4. Terms of Use.

A. Two cattle guards may be installed by Grantee, at Grantee's expense, without further permission of Grantors, one at the entrance of the Access Road from the Soldier Creek County Road into the Grantors' Land, and one at the point where the Access Road crosses from the Grantors' Land to Grantee's Land. After passing through gates, if any, the gates shall be left as they were found (open or closed) when the Access Road is being used by Grantee, or her agents, employees, invitees, successors and assigns.

B. The Grantors may lock the gate at the point where the Access Road enters the Grantors' Land from the Soldier Creek County Road in order to curtail the use of the roadway by unauthorized parties, provided that provisions are made (by providing keys, combinations or multiple locks to the Grantee) to avoid interference with the use of the Access Road by the Grantee.

C. The right-of-way shall not be fenced without the written permission of the Grantors.

D. The Grantee shall contribute to the routine maintenance of the Access Road, as reasonably necessary to keep the Access Road in passable condition for ordinary motor vehicles, in proportion to her usage of the road. If either party or his/her/its agents damages the roadway, the party that has caused or is responsible for causing the damage shall repair the damage. Neither party shall be required to conduct snow removal for the benefit of the other. Either party desiring snow removal shall do so at his/her/its expense.

E. Nothing herein shall require the Grantors nor permit the Grantee to remove or modify existing improvements (including fences or irrigation sprinklers) on the Grantors' Land or to limit

in any way the location of improvements constructed in the future, so long as the Grantee's access under the terms of this easement is not impeded.

F. To the extent irrigation or other agricultural operations from time to time make the Access Road impassable or susceptible to damage from vehicle use, Grantors shall provide to Grantee an alternate access route across Grantors' Land to Grantee's Land, and Grantee shall abide by Grantors' reasonable requests to use the alternate route designated by Grantors in such conditions.

G. Nothing herein shall require the Grantors nor permit the Grantee, without the Grantors' prior consent, to materially change the alignment of the Access Road. Grantors reserve the right, at Grantors' expense, to make reasonable alterations in the alignment of the Access Road to accommodate Grantors' ranching and business operation, provided that, if Grantors change the alignment of the roadway, Grantors shall obtain and file a new survey description reflecting changes in the easement location.

H. This is a private easement. At no time shall this easement be construed to create a public roadway. If at any time, any portion of Grantee's Land is transferred to public ownership, this easement shall terminate as to such portion of Grantee's Land.

I. The easement created by this instrument shall not preclude Grantors' use of Grantors' property, except to the extent that Grantors shall not in any way at any time obstruct the easement or otherwise interfere with Grantee's rights to use the easement for the purposes allowed by this instrument, except as described in Paragraph 4.F., above.

J. In the event the easement created by this document is determined to be invalid or unusable to access the Grantee's Land, nothing herein shall preclude Grantee from obtaining an easement by other legal means.

#### **5. Release and Indemnity.**

This easement is given subject to the express understanding that the Grantee, in accepting this easement, does hereby, on behalf of herself, and her assigns and successors in interest, release the Grantors and agree to indemnify and hold the Grantors and their successors harmless from all liability, loss, damage or claims, including costs and attorneys' fees, arising out of the use of the Access Road by the Grantee, or her invitees, agents, employees, assigns or successors in interest.

#### **6. Appurtenant to Benefitted Land; Limit on Division.**

The easement conveyed by this instrument shall run with Grantee's Land and shall be for the benefit and use of the Grantee and the heirs, successors and assigns of Grantee, provided that the property benefitted by this easement (Grantee's Land) may not be separated into more than one parcel that can benefit from the use of this easement.

DATED this 26<sup>th</sup> of March, 2002.

GRANTORS:

**CATO FAMILY INVESTMENTS  
LIMITED PARTNERSHIP**  
a Georgia limited partnership

By: WAYGROUP, LLC, a Wyoming close limited  
liability company, Managing General Partner

By: [Signature]  
Wayland H. Cato, Jr., Manager

**WAYLAND OF WYOMING, LLC,**  
a Wyoming limited liability company

By: [Signature]  
Wayland H. Cato, Jr., Manager

GRANTEE:

[Signature]  
FAITH INGWERSEN

STATE OF WYOMING     )  
                                  :SS  
COUNTY OF SHERIDAN    )

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of February,  
2002, by **Wayland H. Cato, Jr., Manager of Waygroup, LLC, as Managing Partner of Cato  
Family Investments Limited Partnership AND Wayland H. Cato, Jr., Manager of Wayland of  
Wyoming, LLC.**

WITNESS my hand and official seal.

[Signature]  
Notary Public

My commission expires: August 11, 2006

STATE OF Wisconsin  
COUNTY OF Dane )  
:ss

The foregoing instrument was acknowledged before me this 26 day of March,  
2002, by **Faith Ingwersen**.

WITNESS my hand and official seal.

Pamela Castagna Bauhs  
Notary Public

My commission expires: 11-6-05

