

AMENDED CONVEYANCE OF ACCESS EASEMENT

This Easement Conveyance is entered into this 17th day of September 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, 6th P. M.
Section 29: E1/2W1/2, SW1/4SE1/4
Section 32: NE1/4NW1/4, NW1/4NE1/4

("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 have conveyed to Grantee a permanent access easement across Grantors' Land in accordance with the terms of an instrument (the "Original Agreement") recorded in the real property records of Sheridan County, Wyoming, in **Book 432** and **Page 731**; and

WHEREAS, the location of the easement described in the Original Agreement has now been surveyed and the parties can record a more precise description of the easement location by this amendment to the Original Agreement;

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 hereby grant and convey to Grantee, and the successors and assigns of Grantee, as an amendment to the Original Easement, and not as a second easement, 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.

Attached to this agreement as **Exhibits A and B** are the legal description and plat prepared and certified by a professional land surveyor showing the location of the centerline of the easement for the Access Road.

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 17th of September, 2002.

GRANTORS:

**CATO FAMILY REAL ESTATE
LIMITED PARTNERSHIP**
a Georgia limited partnership

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

By: Wayland H. Cato, Jr.
Wayland H. Cato, Jr., Manager

WAYLAND OF WYOMING, LLC,
a Wyoming limited liability company

By: Wayland H. Cato, Jr.
Wayland H. Cato, Jr., Manager

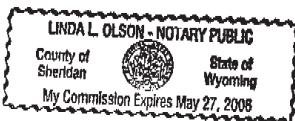
GRANTEE:

Faith Ingwersen
FAITH INGWERSEN

STATE OF WYOMING)
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this 17th day of September
2002, by **Wayland H. Cato, Jr., Manager of Waygroup, LLC, as Managing Partner of Cato
Family Real Estate Limited Partnership AND Wayland H. Cato, Jr., Manager of Wayland of
Wyoming, LLC.**

WITNESS my hand and official seal.



Linda L. Olson
Notary Public

My commission expires: 5-27-06

STATE OF Wisconsin
COUNTY OF Dane)^{SS}

The foregoing instrument was acknowledged before me this 9 day of September
2002, by **Faith Ingwersen**.

WITNESS my hand and official seal.

David B. Zeamer Jr.
Notary Public

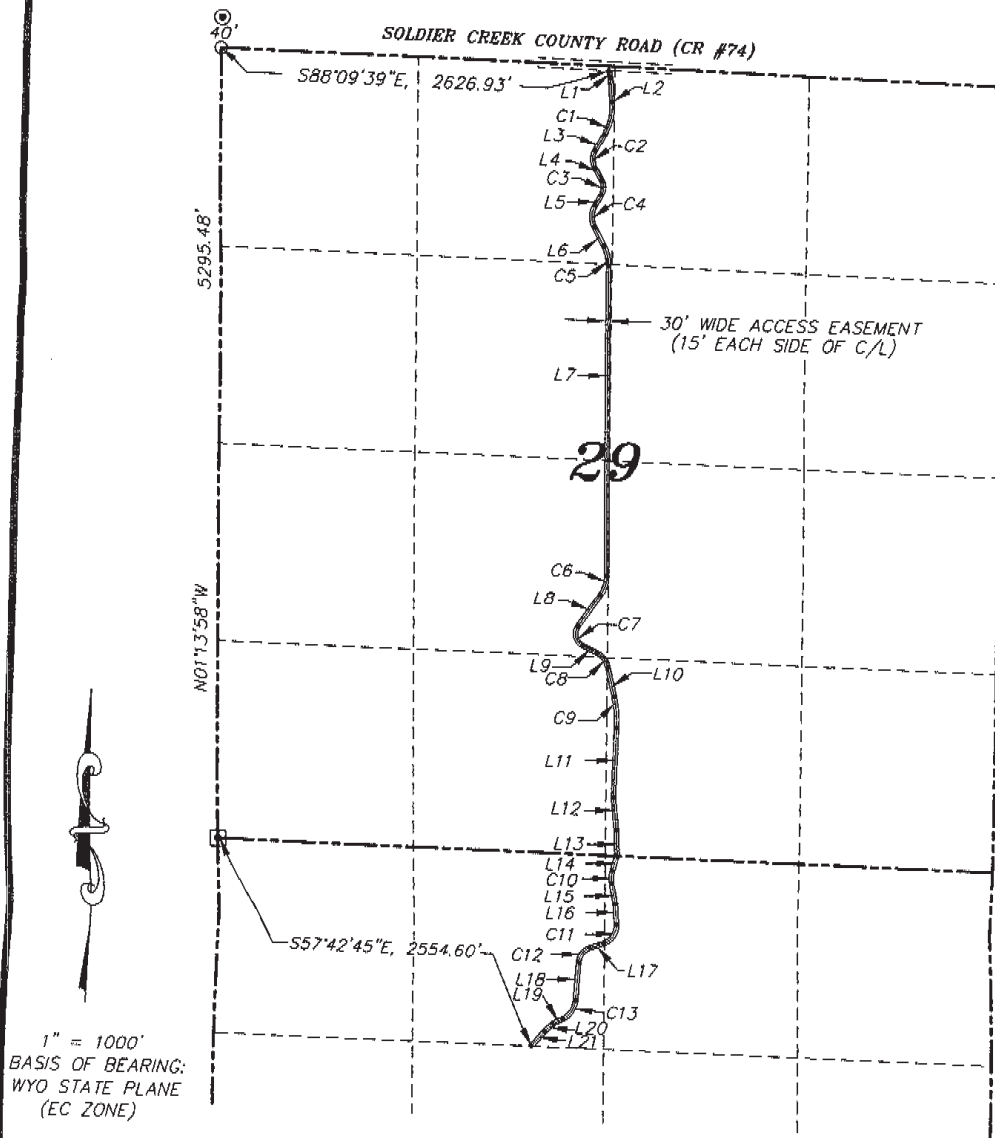
My commission expires: 8-13-06

EXHIBIT A

An access easement being a strip of land thirty (30) feet wide, fifteen (15) feet each side of the centerline of an existing access road situated in the E $\frac{1}{2}$ W $\frac{1}{2}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 29, NE $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 32, Township 56 North, Range 85 West, 6th P.M., Sheridan County, Wyoming; as shown on **Exhibit B** attached hereto and by this reference made a part hereof; said centerline being more particularly described as follows:

Commencing at the northwest corner of said Section 29; thence S88°09'39"E, 2626.93 feet to the **POINT OF BEGINNING** of said easement, said point lying on the south right-of-way line of Soldier Creek County Road (CR #74) and the centerline of an existing access road; thence S14°43'18"E, 47.75 feet along said centerline of an existing access road to a point; thence S05°50'31"E, 163.41 feet along said centerline to a point; thence along said centerline through a curve to the right, having a radius of 381.97 feet, a central angle of 34°52'52", an arc length of 232.54 feet, a chord bearing of S11°35'55"W, and a chord length of 228.97 feet to a point; thence S29°02'21"W, 125.40 feet along said centerline to a point; thence along said centerline through a curve to the left, having a radius of 114.59 feet, a central angle of 60°21'08", an arc length of 120.70 feet, a chord bearing of S01°08'13"E, and a chord length of 115.20 feet to a point; thence S31°18'47"E, 93.85 feet along said centerline to a point; thence along said centerline through a curve to the right, having a radius of 95.49 feet, a central angle of 61°48'02", an arc length of 103.00 feet, a chord bearing of S00°24'46"E, and a chord length of 98.08 feet to a point; thence S30°29'14"W, 80.02 feet along said centerline to a point; thence along said centerline through a curve to the left, having a radius of 143.24 feet, a central angle of 59°42'08", an arc length of 149.26 feet, a chord bearing of S00°38'10"W, and a chord length of 142.59 feet to a point; thence S29°12'54"E, 142.03 feet along said centerline to a point; thence along said centerline through a curve to the right, having a radius of 286.48 feet, a central angle of 28°02'00", an arc length of 140.17 feet, a chord bearing of S15°11'54"E, and a chord length of 138.77 feet to a point; thence S01°04'18"E, 2086.92 feet along said centerline to a point; thence along said centerline through a curve to the right, having a radius of 230.00 feet, a central angle of 35°24'36", an arc length of 142.15 feet, a chord bearing of S16°38'00"W, and a chord length of 139.89 feet to a point; thence S34°20'19"W, 251.55 feet along said centerline to a point; thence along said centerline through a curve to the left, having a radius of 88.15 feet, a central angle of 97°40'04", an arc length of 150.26 feet, a chord bearing of S14°29'43"E, and a chord length of 132.72 feet to a point; thence S63°19'45"E, 115.07 feet along said centerline to a point; thence along said centerline through a curve to the right, having a radius of 143.24 feet, a central angle of 49°46'22", an arc length of 124.43 feet, a chord bearing of S38°26'34"E, and a chord length of 120.56 feet to a point; thence S13°33'23"E, 201.22 feet along said centerline to a point; thence along said centerline through a curve to the right, having a radius of 818.51 feet, a central angle of 14°49'16", an arc length of 211.73 feet, a chord bearing of S06°08'45"E, and a chord length of 211.14 feet to a point; thence S01°15'53"W, 463.59 feet along said centerline to a point; thence S06°21'35"E, 220.44 feet along said centerline to a point; thence S03°19'11"E, 169.88 feet along said centerline to a point; thence S16°36'05"W, 100.77 feet along said centerline to a point; thence along said centerline through a curve to the left, having a radius of 177.40 feet, a central angle of 28°09'54", an arc length of 87.20 feet, a chord bearing of S02°31'08"W, and a chord length of 86.33 feet to a point; thence S11°33'48"E, 141.43 feet along said centerline to a point; thence S04°19'17"E, 148.36 feet along said centerline to a point; thence along said centerline through a curve to the right, having a radius of 126.00 feet, a central angle of 74°39'19", an arc length of 164.18 feet, a chord bearing of S33°00'23"W, and a chord length of 152.81 feet to a point; thence S70°20'03"W, 100.97 feet along said centerline to a point; thence along said centerline through a curve to the

EXHIBIT B



LEGEND

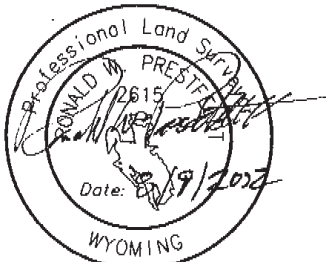
□	3-1/4" AC - LS 6594
○	3-1/4" AC - LS 2615 WC 40' SO. TO COR
○	NOTHING FOUND OR SET
---	SECTION LINE
---	INTERIOR SECTION LINE

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD
C1	381.97'	34°52'52"	232.54'	S11°35'55"W	228.97'
C2	114.59'	60°21'08"	120.70'	S01°08'13"E	115.20'
C3	95.49'	61°48'02"	103.00'	S00°24'46"E	98.08'
C4	143.24'	59°42'08"	149.26'	S00°38'10"W	142.59'
C5	288.48'	28°02'00"	140.17'	S15°11'54"E	138.77'
C6	230.00'	35°24'36"	142.15'	S16°38'00"W	139.89'
C7	88.15'	97°40'04"	150.26'	S14°29'43"E	132.72'
C8	143.24'	49°46'22"	124.43'	S38°26'34"E	120.56'
C9	818.51'	14°49'18"	211.73'	S06°08'43"E	211.14'
C10	172.40'	28°09'54"	87.20'	S02°31'08"W	86.33'
C11	126.00'	74°39'19"	164.18'	S33°00'23"W	152.81'
C12	110.00'	87°15'39"	129.13'	S36°42'13"W	121.84'
C13	154.00'	60°10'22"	161.73'	S33°09'35"W	154.40'

LINE TABLE

LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	S14°43'18"E	47.75'	L12	S06°21'35"E	220.44'
L2	S05°50'31"E	163.41'	L13	S03°19'11"E	169.88'
L3	S29°02'21"W	125.40'	L14	S16°36'05"W	100.77'
L4	S31°18'47"E	93.85'	L15	S11°33'48"E	141.43'
L5	S30°29'14"W	80.02'	L16	S04°19'17"E	148.36'
L6	S29°12'54"E	142.03'	L17	S70°20'03"W	100.97'
L7	S01°04'18"E	2086.92'	L18	S03°04'24"W	260.89'
L8	S34°20'18"W	251.55'	L19	S63°14'46"W	73.99'
L9	S63°19'45"E	115.07'	L20	S45°49'39"W	79.45'
L10	S13°33'23"E	201.22'	L21	S40°14'44"W	132.17'
L11	S01°15'53"W	463.39'			



PO BOX 3082
SHERIDAN, WY 82801
307-672-7415
FAX 674-5000

EXHIBIT FOR ACCESS EASEMENT

CLIENT: FAITH INGWERSEN
LOCATION: E1/2W1/2, SW1/4SE1/4, SECTION 29,
NE1/4NW1/4, NW1/4NE1/4, SECTION 32,
T56N R85W, SHERIDAN COUNTY, WY
JN: 22054
DF: 2002/200254ING
JULY, 2002