

CORRECTIVE WARRANTY DEED WITH RESERVATION OF SCENIC EASEMENT

MARK J. STEINGASS, a single man dealing in his private property, Grantor, of Sheridan County, Wyoming, for and in consideration of Ten Dollars (\$10) and other good and valuable consideration in hand paid, receipt whereof is hereby acknowledged, conveys and warrants to **STUART S. HEALY III AND MARK J. STEINGASS**, as tenants in common, Grantees, whose address is 57 Red Cloud Drive, in Story, Wyoming 82842, the following-described real estate, situate in Sheridan County, in the State of Wyoming, to-wit:

Description of a 2.00 acre tract of land in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 8, Township 53 North, Range 83 West

Beginning at a point bearing S.01°38'34"E a distance of 82.60 feet from the northeast corner of the Red Cloud Subdivision as filed for Record in the office of the Sheridan County Clerks Office;
 Thence S.53°14'44"E. a distance of 30.61 feet;
 Thence S.39°27'08"E. a distance of 39.88 feet;
 Thence S.29°22'25"E. a distance of 32.53 feet;
 Thence S.17°41'13"E. a distance of 57.81 feet;
 Thence S.44°14'55"E. a distance of 41.92 feet;
 Thence S.58°20'59"E. a distance of 104.21 feet;
 Thence S.42°26'54"E. a distance of 55.55 feet;
 Thence S.01°38'34"E. a distance of 56.53 feet;
 Thence S.74°10'14"E. a distance of 53.37 feet;
 Thence S.01°38'46"E. a distance of 62.00 feet;
 Thence S.46°53'40"E. a distance of 139.47 feet to a point on the south bank of the Piney Cruse Ditch;
 Thence S.86°53'06"W. a distance of 19.12 feet along the south bank of the Piney Cruse Ditch;
 Thence N.86°53'31"W. a distance of 225.71 feet along the south bank of the Piney Cruse Ditch;
 Thence N.78°51'56"W. a distance of 43.69 feet along the south bank of the Piney Cruse Ditch;
 Thence N.66°35'40"W. a distance of 67.44 feet along the south bank of the Piney Cruse Ditch;
 Thence N.73°32'58"W. a distance of 35.66 feet along the south bank of the Piney Cruse Ditch to the southeast corner of the Red Cloud Subdivision; Thence N.01°22'27"W. along the east line of the said subdivision a distance of 78.16 feet; Thence N.01°38'55"W. along the east line of the said subdivision a distance of 128.42 feet;
 Thence N.01°38'34"W. along the east line of the said subdivision a distance of 223.66 feet to a point of beginning containing 2.00 acres.

Reserving unto Grantor, his heirs, successors, assigns and personal representatives, a scenic easement and right in perpetuity to the following-described real estate, to-wit:

Beginning at a point on the east line of the Red Cloud Subdivision lying in the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 8, T.53N., R.83W and filed for record in the Office of the Sheridan County Clerks Office bearing S.1°38'34"E. a distance of 82.60 feet to the true point of beginning; thence S.53°14'44"E. a distance of 30.61 feet; Thence S.39°27'08"E. a distance of 39.88 feet; Thence S.29°22'25"E. a distance of 32.53 feet; Thence S.17°41'13"E. a distance of 57.81

feet; Thence S.1°38'34"E. a distance of 114.51 feet to a point on the north line of a 30 feet easement; Thence N.63°19'43"W. along said north line a distance of 90.36 feet to a point intersecting the east line of the said Red Cloud Subdivision; Thence N.1°38'34"W. along the said east line a distance of 206.52 feet to the point of beginning.

In furtherance of this easement, Grantees, individually and for their respective heirs, successors, representatives and assigns, do hereby covenant with Grantor and his heirs, successors, representatives and assigns, which covenants shall run forever with the land, as follows:

1. There shall be no construction or placing of buildings, camping accommodations or mobile homes, fences, signs, billboards or other advertising material, or other structures or man-made objects within or upon the eased area;
2. There shall be no filling, excavating, dredging, mining or drilling, removal of topsoil, sand, gravel, rock, minerals or other materials, nor any building of roads or change in the topography of the eased land;
3. There shall be no removal, destruction or cutting of trees or plants, planting of trees or plants, spraying with biocides, grazing of domestic animals or disturbances or changes in the natural habitat of the eased land in any manner;
4. There shall be no dumping of ashes, trash, garbage, or other unsightly or offensive material, and no changing of the topography through the placing of soil or other substance or material such as landfill or dredging soils upon the eased land;
5. There shall be no operation of snowmobiles, dune buggies, motorcycles, all-terrain vehicles, 4-wheelers, or any other type of motorized vehicle upon the eased land;
6. There shall be no hunting or trapping upon the eased land.
7. Grantees shall pay Grantor all legal costs and attorney's fees in the enforcement of any covenant.

This instrument corrects the Warranty Deed With Reservation of Scenic Easement of December 10, 1998, recorded on December 14, 1998, at Book 400 of Deed, pages 476 through 478.

DATED this 4 day of February, 1999.

GRANTOR:

Mark J. Steingass
Mark J. Steingass, Grantor

GRANTEES:

Mark J. Steingass
Mark J. Steingass

Stuart S. Healy III
Stuart S. Healy III

STATE OF WYOMING)
: S.S.
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledge before me by Mark J. Steingass, in his capacity as Grantor and as Grantee, this 4th day of February, 1999.

Witness my hand and official seal.



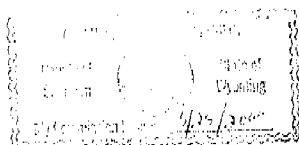
David A. Burt
Notary Public

My commission expires 4/15/2000.

STATE OF WYOMING)
: S.S.
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledge before me by Stuart S. Healy III, in his capacity as Grantee, this 4th day of February, 1999.

Witness my hand and official seal.



David A. Burt
Notary Public

My commission expires 4/15/2000.