

ROAD & BRIDGE EASEMENT AGREEMENT

Wade Rosenlund and Luanne Rosenlund, husband and wife ("Rosenlunds") and Curt Hendrickson and Megan Hendrickson, husband and wife ("Hendricksons"), do, for good and valuable consideration, hereby agree as follows:

1. **Shared Private Road and Bridge – Shared Easement.** Simultaneously with this Agreement, Roselunds have acquired that real estate described as "Tract 2" and Hendricksons have acquired that real estate described as "Tract 3", as such Tracts are described and illustrated in that *Record Of Survey* attached hereto and incorporated herein as **Exhibit A**, and which shall be recorded on even date with this Agreement in the Sheridan County Clerk, Sheridan County, Wyoming.

There is an existing private bridge located on Tract 2 and an existing road located upon Tract 2 and Tract 3, both of which serve to provide ingress and egress to Tract 2 and Tract 3. Roselunds and Hendricksons hereby grant an access and utility easement for the benefit of Tracts 2 and 3 for the common use of the bridge and road in those routes described on the Record of Survey for the bridge and the 20' easements (see Detail B on the Record of Survey), all upon the terms and conditions set forth herein.

2. **Intent of Shared Use.** The parties agree that the bridge and driveway are intended to provide a shared private access route for Roselunds, Hendricksons and their guests, invitees and successors, and they agree that the bridge and road providing for the shared access shall be used and remain constructed, to the most reasonable extent possible, so that each of their benefitted Tracts are accessed without interference or interruption. Hendricksons and Roselunds grant a mutual, non-exclusive easement herein to provide the legal right of access over and across the bridge and those easement routes described in the Record of Survey, and this Agreement shall control the repair and maintenance rights and obligations.

3. **Repair and Maintenance.** The responsibility and cost of repair, maintenance, improvement and replacement (if necessary) of the bridge and the shared roadway shall be shared and paid in equal shares, one-half each, by the owners of Tract 2 and Tract 3. The parties agree that the bridge and road shall be maintained and improved as reasonably necessary for ordinary residential use.

If, however, either Tract is split, the number of parcels resulting after the split which use the bridge and road shall each pay one equal share of the costs of repair, maintenance and replacement of the bridge. As an illustration, if Tract 2 is divided into two parcel, then there shall be three owners who shall each pay one-third (1/3) of the costs.

All repair, maintenance and replacement work beyond ordinary and typical maintenance must be reasonably agreed to by the owners of the Tracts before commencement of the work for this equal cost-sharing obligation to be required.

4. **Changed Circumstances/Amendment.** Should the owners of Tract 2 and Tract 3 wish to revise or amend the terms of this agreement, they may do so only upon unanimous written agreement filed of record with the Sheridan County Clerk's office and referencing the recording information of this agreement.

5. **Default/Specific Performance.** If any payment or any other condition hereof is not made, tendered or performed by either party, then at the option of the party who is not in default or breach, the non-defaulting party may seek to recover such damages as may be proper or may require specific performance of the other herein. In the event of default by either party hereto, the non-defaulting party shall recover from the defaulting party their reasonable attorneys' fees and costs necessary to enforce its rights herein.

6. **Appurtenant Rights.** The rights and obligations herein are appurtenant to each Tract 2 and Tract 3, and this easement is for the benefit and burden of each parcel separately and this easement agreement shall run with the land.

DATED this 27 day of January, 2021.

Wade Rosenlund
Wade Rosenlund

Curt Hendrickson
Curt Hendrickson

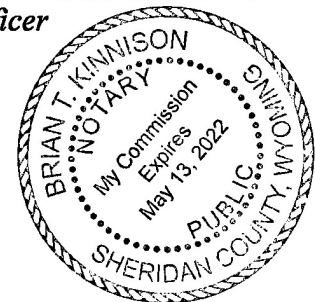
Luanne Rosenlund
Luanne Rosenlund

Megan Hendrickson
Megan Hendrickson

STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

This instrument was acknowledged before me by Wade Rosenlund and Luanne Rosenlund, this 3rd day of ~~January~~, 2021.
February 13th
WITNESS my hand and official seal.

Brian T. Kinnison
Signature of Notarial Officer
Title: Notary Public



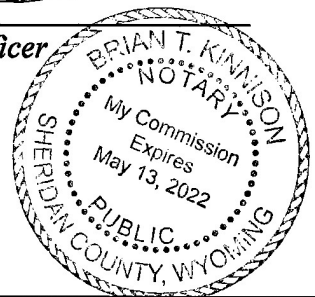
My commission expires:

STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

This instrument was acknowledged before me by Curt Hendrickson and Megan Hendrickson, this 27th day of January, 2021.

WITNESS my hand and official seal.

Brian T. Kinnison
Signature of Notarial Officer
Title: Notary Public



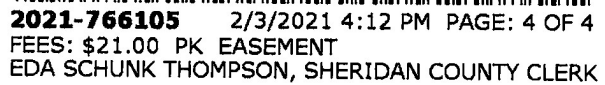
My commission expires: 5-13-22

EXISTING PER INSTRUMENT NO. 2020-767875,
A TRACT OF LAND LOCATED IN A PART OF SECTION 17,

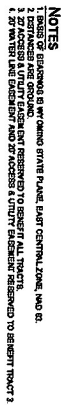
[illegible]

20' ACCESS & UTILITY EASEMENT, 1/4 ALL TRACTS

[illegible]



BEING PART OF THE SE1/4 SE1/4 SECTION 17, TOWNSHIP 66 NORTH, RANGE 84 WEST
OF THE 6TH PRINCIPAL MERIDIAN, SHERIDAN COUNTY, WYOMING



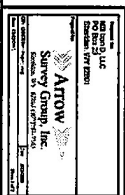
LEGEND

- SET 1'S ALUM CAP LISTING
- FOUND 1'S ALUM CAP PER FLIGHT 1 UNLESS NOTED
- ▲ FOUND 1'S ALUM CAP PER FLIGHT 2
- △ POLICED OR OPEN RELEASES
- * MEASURED
- (M) RECORD
- EMBLEMENTS AS NOTED
- ADVANCEMENT TO TROOP ENTRY LINE
- TROOP BOUNDARIES
- FENCE

CERTIFICATE OF RECORDER
 STATE OF WYOMING }
 COUNTY OF _____ }
 This index was filed for record in the Office of the Clerk and Recorder of _____ on the _____ day of _____, 2022, and is duly recorded in Book _____ Page _____ of that book.

 County Clerk

SURVEYOR'S CERTIFICATE
I, JASON D. LEVANEK, A FULLY REGISTERED LAND SURVEYOR IN THE STATE OF
MINNESOTA, DO HEREBY CERTIFY THAT THIS PLAT OF TRACTS 1, 2, 3 & 4B BROWN
TRAIL, AND CORRESPONDING NEIGHBORING TRACTS, IS A SURVEY MADE BY ME
OR UNDER MY DIRECT SUPERVISION.



EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
WILCOX AGENCY
SHERIDAN WY 82801