

RECORDED MAY 17, 1988 BK 318 PG 426 NO. 8180 RONALD L. DAILEY, COUNTY CLERK

PRIVATE ROAD RIGHT-OF-WAY  
AND EASEMENT AGREEMENT

The parties to this Right-of-Way and Easement Agreement are WALLACE VANNOY and LORRAINE K. VANNOY, husband and wife, CHARLES F. WALTER and BARBARA A. WALTER, husband and wife, PERKINS POWER, INC., a Wyoming corporation, and THE PITTSBURG & MIDWAY COAL MINING CO., a Missouri corporation, collectively First Parties and Grantors, and DAVIS SWAN, Second Party and Grantee, of P. O. Box 2081, Sheridan, Sheridan County, Wyoming 82801;

WITNESSETH:

WHEREAS, each of the parties to this Agreement owns lands adjacent to the following described easement and roadway, and each currently uses an existing roadway located on the legal description set forth herein, and

WHEREAS, some confusion exists in title documents as to both the existence and legal location of the right-of-way across the properties described hereinafter, and

WHEREAS, the parties desire to set forth their respective mutual rights to use the easement hereinafter granted by and to one another, and to clarify their rights, duties and obligations with respect to said easement and roadway;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00+) and other good and valuable consideration in hand paid by Second Party to First Parties, and the mutual covenants, agreements and understandings hereinafter set forth, First Parties do hereby grant and convey unto Second Party, and First Parties do hereby grant and convey to one another, a nonexclusive easement, subject to the terms and conditions hereinafter set forth, for ingress and egress along the following tract of land situate in Sheridan

County, Wyoming, consisting of a strip 15 feet on either side of the center line described as follows, to-wit:

A tract of land situated in the E $\frac{1}{2}$ SE $\frac{1}{4}$  of Section 14, Township 57 North, Range 85 West and in the NE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 23, Township 57 North, Range 85 West, the center line of which is described as follows:

Beginning at a point on the South R/W line of U.S. Highway 87 which is N 1°01'15" West a distance of 1350.28 feet from the Southeast corner of Section 14, Township 57 North, Range 85 West;

Thence S 0°10' E., 421.14 feet to a point on the North R/W line of the Burlington-Northern Railroad;

Beginning at a point on the South R/W line of the Burlington-Northern Railroad, said point of beginning being South 34°39'40" West, 55.28 feet to the South of a point in the center of the Burlington-Northern Railroad, which point is South 22°22'30" West, 51.23 feet South of the above-described point on the North R/W line of the Burlington-Northern Railroad; S 71°23'50" West, 114.29 feet; thence South 62°07'50" West, 166.24 feet; thence South 51°07'45" West, 135.95 feet; thence South 44°18'40" West, 546.77 feet; thence South 39°06' West, 92.11 feet; thence South 34°24'35" West, 201.87 feet; thence South 28°42'05" West, 92.21 feet; thence South 17°17'25" West, 413.86 feet; thence South 17°29'10" East, 62.24 feet; thence South 61°50'45" East, 92.40 feet; thence South 72°19'15" East, 260.79 feet;

To a point on the West line of the Davis Swan property, described as follows:

A tract of land located in the NE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 23, Township 57 North, Range 85 West, Sheridan County, Wyoming, described as follows:

Beginning at a point located S 27°41' W., 700 feet from the NE corner of said Section 23; thence S 10°01' W., 407 feet to a point in the center of Tongue River; thence up Tongue River N 68°14' W., 158 feet to a point; thence up Tongue River N 77°35' W., 330 feet to a point; thence N 13°03' E., 318.8 feet to a point; thence S 85°10' E., 470 feet more or less to the point of beginning.

1.

First Parties and Second Party agree to use the existing roadway at its present location, subject to the provisions as set forth below.

## 2.

The parties further agree that Charles F. and Barbara Walters, or their legal successors, may relocate the roadway on their own property provided that:

- (1) Such relocation shall be at the sole expense of Walters; and
- (2) No party shall be denied access to their property by such relocation; and
- (3) Walters shall prepare and file of record an instrument setting forth the exact legal description of the relocated roadway, certified to by a licensed surveyor, and granting and conveying unto all parties to this instrument, or their heirs, successors, or assigns, a non-exclusive easement for ingress and egress along said relocated roadway; and
- (4) The relocated easement and roadway shall enter the Davis Swan property at the same point as does the easement described herein and, further, it shall connect to the remainder of the easement described herein at the same point on the boundary of the Walters property as does the easement described herein.

## 3.

The parties hereto, their heirs, successors, or assigns may fence along or across the easement for the protection of their lands or livestock, but no fence shall be constructed in a manner as to prevent or hinder access along the easement by any party to this Agreement. Specifically if a fence is constructed across the easement, cattle or other similar guards shall be installed so that no wire or other gates which require opening and closing shall be installed.

## 4.

The easement is nonexclusive to Second Party and First Parties may use the easement above described for ingress and egress without charge or interference by Second Party, and each of the said First Parties does hereby reserve for themselves, their heirs, successors, and assigns

the right to so use the property conveyed and does further grant unto each of the other parties the nonexclusive right to use the above described easement under the terms of this Agreement.

5.

As further consideration for this Easement Agreement, Second Party agrees that he shall not construct nor permit the construction of more than two (2) private single family dwellings on the property described as the Davis Swan property.

6.

The easement may be used as a roadway for ingress and egress by First Parties and Second Party or by individuals to whom any party to this Agreement has given, or may hereafter give, permission to use it as a roadway.

7.

The easement shall not be paved, without the expressed written consent of the parties hereto, their heirs, successors, or assigns.

8.

Unless otherwise agreed in writing, the parties to this Agreement assume no obligation nor shall they be liable for any cost or expense to maintain the road or easement, but any party may do so at will as their respective interests may dictate, without charge or obligation to any other party.

9.

The provisions hereof shall be binding upon and inure to the benefit and detriment of the heirs, successors, and assigns of the parties hereto.

10.

The Grantors hereby waive and release all rights under and by virtue of the homestead exemption laws of the State of Wyoming insofar as affected by this conveyance.

EXECUTED this 13 day of April, 1983.

GRANTORS:

Wallace Vannoy  
WALLACE VANNOY

Lorraine K. Vannoy  
LORRAINE K. VANNOY

Charles F. Walter  
CHARLES F. WALTER

Barbara A. Walter  
BARBARA A. WALTER

PERKINS POWER, INC.,  
A Wyoming Coporation

By: Rosemary Perkins  
ROSEMARY PERKINS

THE PITTSBURG & MIDWAY COAL MINING  
CO., A Missouri corporation

Attest: [Signature]

Assistant Secretary

By: B.G. McHarris gfs  
Vice President  
Title

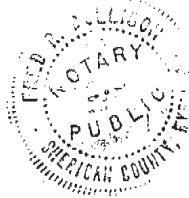
GRANTEE:

Davis Swan  
DAVIS SWAN

STATE OF WYOMING     )  
                                  ) ss.  
County of Sheridan    )

The foregoing instrument was acknowledged before me by WALLACE VANNOY and LORRAINE K. VANNOY, husband and wife, this 4 day of November 1987.

WITNESS my hand and official seal.



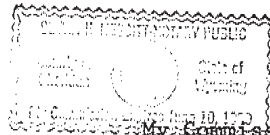
[Signature]  
Notary Public

My Commission expires: 11/24/88

STATE OF WYOMING     )  
                                  ) ss.  
County of Sheridan    )

The foregoing instrument was acknowledged before me by CHARLES F. WALTER and BARBARA A. WALTER, husband and wife, this 16th day of March, 1988.

WITNESS my hand and official seal.



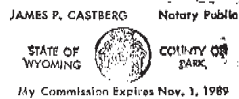
[Signature]  
Notary Public

My Commission expires: June 10, 1990

STATE OF WYOMING     )  
                                  ) ss.  
County of Sheridan    )

The foregoing instrument was acknowledged before me by ROSEMARY PERKINS on behalf of PERKINS POWER, INC., a Wyoming Corporation, its authorized agent, this 20th day of November, 1987.

WITNESS my hand and official seal.



[Signature]  
Notary Public

My Commission expires: 11-1-89

STATE OF WYOMING )  
 ) ss  
County of Sheridan )

On this 20<sup>th</sup> day of November, 1987, before me personally appeared ROSEMARY PERKINS to me personally known, who, being by me duly sworn, did say that she is the President of PERKINS POWER, INC., a Wyoming corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said ROSEMARY PERKINS acknowledged said instrument to be the fee act and deed of said corporation.

JAMES P. CASTBERG  
STATE OF WYOMING  
My Commission Expires Nov. 1, 1989

WITNESS my hand and official seal.

[Signature]  
Notary Public  
My Commission expires: 11-1-89

STATE OF Colorado )  
 ) ss.  
County of Chengdu )

The foregoing instrument was acknowledged before me by [Signature] on behalf of THE PITTSBURG & MIDWAY COAL MINING CO., a Missouri Corporation, its authorized agent, this 11 day of January, 1988.

WITNESS my hand and official seal.

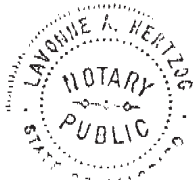
[Signature]  
Notary Public

My Commission expires: August 3, 1988

STATE OF Colorado )  
 ) ss.  
County of Arapahoe )

On this 13th day of January, 1988, before me personally appeared J. G. A. Zappa to me personally known, who, being by me duly sworn, did say that he/she is the Assistant Secretary of THE PITTSBURG & MIDWAY COAL MINING CO., a Missouri corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said J. G. A. Zappa acknowledged said instrument to be the fee act and deed of said corporation.

WITNESS my hand and official seal.



[Signature]  
Notary Public


My Commission expires: August 25, 1991

STATE OF WYOMING     )  
                              ) ss.  
County of Sheridan    )

The foregoing instrument was acknowledged before  
me by DAVIS SWAN, this 13 day of April, 1988.

WITNESS my hand and official seal.



  
Notary Public

My Commission expires: 11/24/88.