624094 AGREEMENT BOOK 500 PAGE 0497 RECORDED 10/16/2008 AT 02:00 PM AUDREY KOLTISKA, SHERIDAN COUNTY CLERK

AGREEMENT FOR PRIVATE ROADWAY EASEMENTS

This agreement is made September 16, 2008, between Excalibur Construction Inc., a Wyoming Corp., and Jason Wade Mann and Anne Marie T. Mann, husband and wife. Reference is made hereinafter to the said Excalibur Construction Inc., as "Excalibur," which expression shall be deemed to include its successors and assigns. Reference is made hereinafter to the said Jason Wade Mann and Anne Marie T. Mann, as "Mann," which expression shall be deemed to include their heirs and assigns.

Mann is the owner of a parcel of land to which reference may be made herein as "Tract A," described as follows:

Township 57 North, Range 85 West, 6th P.M., Sheridan County, Wyoming

Section 8: SW1/4NW1/4.

Excalibur is the owner of the parcel of land to which reference may be made herein as "Tract B" described as follows:

Township 57 North, Range 85 West, 6th P.M., Sheridan County, Wyoming

Section 7: SE'ANE'A, NE'ASE'A

Section 8: NW4SW4

WHEREAS, Tract A and Tract B share one or more boundaries;

WHEREAS, **Excalibur** desires for **Excalibur**, its successors in interest and assignees to have ingress and egress to Tract B, as described above, through Tract A; and

WHEREAS, **Mann** desires for **Mann**, its successors in interest and assignees to have ingress and egress to Tract A, as described above, through Tract B.

NOW THEREFORE, in consideration of the above and foregoing, the need for **Excalibur** and **Mann** each to have an easement across the property of the other and other good and valuable consideration, **Excalibur** does hereby grant unto **Mann** and to their successors in interest and assigns, an easement for ingress and egress, to-wit:

A forty (40.00) feet wide tract of land for purposes of ingress, egress and regress located within the Northwest Quarter of the Southwest Quarter (NW1/4SW1/4) of Section 8, Township 57 North, Range 85 West, of the Sixth Principal

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Meridian, Sheridan County, Wyoming, being 20.00 feet on each side of the following described centerline: Beginning at a point on the east line of the said NW¼SW¾, said point being located Soo°00'42"E, 332.57 feet from the Center West Sixteenth (CW1/16) Corner of said Section 8, said point also being the Northeast corner of said NW¼SW¼; thence N58°46'29"W, 146.68 feet; thence N48°56'40"W, 294.41 feet; thence N36°12'35"W, 74.13 feet to a point on the north line of said NW¼SW¼, extending or shortening the side lines of said easement to intersect the east line and the north line of said NW¼SW¼.

ALSO, in consideration of the above and foregoing, the need for **Excalibur** and **Mann** each to have an easement across the property of the other and other good and valuable consideration, **Mann** does hereby grant unto **Excalibur** and to its successors in interest and assigns, an easement for ingress and egress, to-wit:

A forty (40.00) feet wide tract of land for purposes of ingress, egress and regress located within the Southwest Quarter of the Northwest Quarter (SW½NW½) of Section 8, Township 57 North, Range 85 West, of the Sixth Principal Meridian, Sheridan County, Wyoming, being 20.00 feet on each side of the following described centerline:

Beginning at a point on the south line of said SW1/4NW1/4, said point being located S89°30'31"W, 391.17 feet from the Center West Sixteenth (CW1/16) Corner of said Section 8, said point also being the Southeast Corner of said SW1/4NW1/4; thence N38°01'07"W, 124.06; N51°58'57"W, 296.61 feet; thence N71°50'46"W, 293.92 feet: thence N61°09'22"W, 284.37 feet; N75°43'47"W, 105.65 feet to a point on the west line of said SW1/4NW1/4, extending or shortening the side lines of said easement to intersect the south line and the west line of said SW1/4NW1/4.

Mann and **Excalibur** hereby agree as follows:

- 1. Each party granting an easement, their successors in interest and assigns reserve the right to use said access route.
- 2. Each easement and the covenants herein contained shall be construed as running with the lands for the private use and benefit of the party to whom the easement is granted, its successors in interest and assigns.
- 3. This agreement for easements shall be binding upon **Mann** and **Excalibur** as grantors, their heirs and assigns and shall be perpetual so long as each easement is used for the purposes above recited.

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IN WITNESS WHEREOF, the parties hereto have set their hands this day of October 2008.		
(SEAL)	Excalibur Construction	etion Inc.
Attest:		<u></u>
Office:		
Anne Marie T. Mann		Jason Wade Mann

STATE OF WYOMING)			
: SS COUNTY OF SHERIDAN) /			
on this 3 day of October			
On this day of personally appeared before me, personally appeared before me, a Notary Public within and for the aforesaid County and State, (s)he being known to me to be the said acknowledged that he was the President [office held] of Excalibur Construction Inc., a Wyoming corporation, that (s)he executed the within and foregoing instrument; that the seal affixed thereto is the corporate seal of Excalibur Construction Inc. or that it has no seal; that the same was signed on behalf of said corporation by the authority of the board of directors, or trustees thereof; and that the same is the free act and deed of said corporation.			
WITNESS MY HAND AND OFFICIAL SEAL.			
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NOTARY PUBLIC BRIAN AND			
My Commission Expires: 5-13-70			
STATE OF WYOMING)			
COUNTY OF SHERIDAN)			
Anne Marie T. Mann acknowledged the foregoing AGREEMENT FOR PRIVATE ROADWAY EASEMENTS before me the day of			
WITNESS MY HAND AND OFFICIAL SEAL. Clary Carmino NOTARY PUBLIC			
My Commission Expires: 772011			
STATE OF WYOMING County of Wyoming Sheridan State of Wyoming Sheridan My Commission Expires Sept. 7, 2011 My Commission Expires Sept. 7, 2011			
COUNTY OF SHERIDAN)			
Jason Wade Mann acknowledged the foregoing AGREEMENT FOR PRIVATE ROADWAY EASEMENTS before me the day of			
WITNESS MY HAND AND OFFICIAL SEAL.			
Celly Camino NOTARY OUBLIC			
My Commission Expires: $\frac{9}{17}$ $\frac{7}{20}$			
9/18/2008G:\wilcoxaugo8\excalease.doc KELLY CAMINO - NOTARY PUBLIC County of State of Wyoming Sheridan My Commission Expires Sept. 7, 2011			