

**AGREEMENT FOR PRIVATE ACCESS EASEMENTS**

Edmund H. Warnke and Jackie C. Warnke, husband and wife, and Noralie Fuller Trustee of the Noralie Fuller Revocable Trust, dated November 9, 2009, make this agreement the 19<sup>th</sup> day of November 2009. Reference is made hereinafter to **Edmund H. Warnke and Jackie C. Warnke, husband and wife** as "Party A," which expression shall be deemed to include their heirs and assigns. Reference is made hereinafter to **Noralie Fuller** Trustee of the **Noralie Fuller Revocable Trust**, dated November 9, 2009, as "Party B," which expression shall be deemed to include their heirs and assigns.

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

A tract of land situated in the NE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 27, Township 55 North, Range 84 West of the 6th P.M., Sheridan County, Wyoming, described as follows:

Commencing at the Northwest corner of said NE $\frac{1}{4}$ NE $\frac{1}{4}$ , thence East to the Northeast corner of said Section; thence S.43°W. 501.5 feet; thence S.34°W. 236 feet; thence N.72°14'W. 204 feet; thence S.53°54' West to the West line of the original State Highway; thence Northwesterly along said line to the point of beginning.

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

A tract of land situated in and a part of Tract No. 1 of the McNally Subdivision, described as follows:

Commencing at a point on the East line of Old Highway No. 87, said point being the Northwest corner of said Tract No. 1, McNally Subdivision, thence in a Southerly direction along the East line of said Old Highway No. 87, a distance of 255.5 feet, more or less, to a point; thence North 47° East 505 feet, more or less, to a point which is a Northerly corner of said Tract No. 1, thence North 72°14' West 204 feet to a point; which is a Northerly corner of said Tract No. 1; thence South 53°54' West to the point of beginning.

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

WHEREAS, the parties and their successors in interest and assignees hereto desire to use a roadway that crosses both Tract A and Tract B, to have ingress and egress to their respective Tracts described above.

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NOW THEREFORE, in consideration of the above and foregoing, and other good and valuable consideration, Party A does hereby grant unto Party B and to her successors in interest and assigns, an easement for ingress, egress and regress, to-wit:

**A twenty (20.00) feet wide tract of land located within the Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$ ) of Section 27, Township 55 North, Range 84 West, of the Sixth Principal Meridian, Sheridan County, Wyoming, being 10.00 feet on each side of the following described centerline:**

**Beginning at a point that is S57°10'18"W of the NE corner of said Section 27 a distance of 1162.95 feet; thence N60°55'55"E for a distance of 14.45 feet; thence N75°48'57"E for a distance of 48.49 feet; thence N67°48'45"E for a distance of 215.98 feet to a point on the north line of Tract 1 of McNally Subdivision and being the point of termination, point also being S53°46'06"W from the NE Corner of said Section 27 a distance of 891.88 feet and being on the North boundary of the above-described Tract B.**

IN ADDITION, in consideration of the above and foregoing, and other good and valuable consideration, Party B does hereby grant unto Party A and to their successors in interest and assigns, an easement for ingress, egress and regress, to-wit:

**A twenty (20.0) feet wide tract of land located in the NE corner of Tract 1 of McNally Subdivision in the Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$ ) of Section 27, Township 55 North, Range 84 West, of the Sixth Principal Meridian, Sheridan County, Wyoming, being 10.00 feet on each side of the following described centerline:**

**Beginning at a point on the north line of Tract 1 of McNally Subdivision, point being S53°46'06"W from the NE corner of said Section 27 a distance of 891.88 feet and being on the North boundary of the above-described Tract B; thence N67°04'02"E for a distance of 60.18 feet; thence N54°30'16"E for a distance of 20.31 feet to the point of termination, point also being S52°46'28"W from the NE Corner of said Section 27 a distance of 813.13 feet.**

The Parties hereby agree as follows:

1. Each Party as grantor, their successors in interest and assigns reserves the right to use said access route upon their own parcel.
2. Party A will and does hereby assume and agree to pay one-half, and Party B will and does hereby assume and agree to pay one-half of the cost of maintaining the roadway over the respective easements herein granted.
3. This easements and the covenants herein contained shall be construed as running with the lands for the private use and benefit of the party to whom each easement is granted, their successors in interest and assigns.

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4. This agreement for easements shall be binding upon the Parties' heirs and assigns and shall be perpetual so long as the easements are used for the purposes above recited.

IN WITNESS WHEREOF, the parties hereto have set their hands this 19<sup>th</sup> day of Nov. 2009.

Jackie C. Warnke  
Jackie C. Warnke

Edmund H. Warnke  
Edmund H. Warnke

Noralie Fuller  
Noralie Fuller Trustee  
the Noralie Fuller Revocable Trust

STATE OF Wy )  
COUNTY OF Sheridan ) SS

Jackie C. Warnke acknowledged this instrument before me on 11-19, 2009.

(Seal)

[Signature]  
NOTARY PUBLIC

[My Commission Expires: 5-13-10]

STATE OF Wy )  
COUNTY OF Sheridan ) SS

Edmund H. Warnke acknowledged this instrument before me on 11-19, 2009.

(Seal)

[Signature]  
NOTARY PUBLIC

[My Commission Expires: 5-13-10]

STATE OF Wy )  
COUNTY OF Sheridan ) SS

This instrument was acknowledged before me on 11-19, 2009 by Noralie Fuller Trustee of the Noralie Fuller Revocable Trust, dated November 9, 2009.

(Seal, if any)

[Signature]  
NOTARY PUBLIC

[My Commission Expires: 5-13-10]

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