

EASEMENT AGREEMENT

This Agreement made and entered into this ~~16th~~ ^{FEBRUARY} day of ~~JANUARY~~, 2000, by and between ALMEDA PIERCE, a single person, hereinafter referred to as "PIERCE," and DAVID CLARENDON, also know as DAVID T. CLARENDON, hereinafter referred to as "CLARENDON";

WITNESSETH:

For and in consideration of the promises herein contained, and the sum of Ten and More Dollars (\$10.00), in hand paid by CLARENDON to PIERCE, the parties agree as follows:

I.

PIERCE does hereby grant CLARENDON a non-exclusive right-of-way and easement thirty feet (30') in width, for egress and ingress to property CLARENDON has contracted to purchase, over and across a strip of land located in Sheridan County, Wyoming, legally described as follows, to-wit:

A private road for ingress and egress being 30 feet wide lying 15 feet on each side of a centerline situated in the NW $\frac{1}{4}$ of Section 2, T55N, R83W, of the 6th P.M., Sheridan County, Wyoming; said centerline being more particularly described as follows:

BEGINNING at a point on the centerline of the Cat Creek County Road (Sheridan County Road #133), said point being N89°36'59"E, 1240.82 feet from the NW Corner of said Section 2; thence along the centerline of an existing road the following courses and distances:

- S52°23'05"E, 186.19 feet; S73°43'48"E, 159.97 feet; N89°34'03"E, 81.31 feet;
- N63°54'39"E, 81.49 feet; N57°52'35"E, 199.64 feet; N89°25'31"E, 382.28 feet;
- S61°39'18"E, 64.20 feet; S15°13'30"E, 67.85 feet; S01°11'10"E, 250.95 feet;
- S09°19'25"E, 116.22 feet; S23°45'12"E, 128.56 feet; S32°04'27"E, 187.64 feet;
- S37°43'48"E, 191.51 feet to the **POINT OF TERMINUS** on the East line of said NW $\frac{1}{4}$, said

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point being $S00^{\circ}40'17''W$, 906.21 feet from the $N\frac{1}{4}$ Corner of said Section 2.
Lengthening and shortening the side lines to intersect the boundary lines.

II.

This easement and right-of-way may be used by CLARENDON, his guests, agents, successors in interest, heirs and assigns, for access to the real property he is purchasing described on Exhibit

"A."

III.

PIERCE may use this right-of-way and easement for any purpose not inconsistent with the rights granted to CLARENDON hereunder, including the right to use this easement for access to Clarendon's property to fix fences, and may grant others the right to use this easement. PIERCE shall not be required to move any fence in the vicinity of the easement.

IV.

Maintenance costs, if any, will be based upon use. It is understood that this easement grant is for use of the existing ranch road and does not include the right to substantially change the access road. Grading and graveling as need is permitted but no fill dirt is to be removed from the property of PIERCE.

V.

The Cat Creek County Road terminates at the beginning point of the easement described above. If vacated or abandoned by Sheridan County, PIERCE shall have no maintenance responsibility to CLARENDON for the abandoned portions of the said county road.

VI.

This agreement is binding upon the heirs, assigns and successors in interest of the parties.

WITNESS our hands and seals the date first above written.

David T. Clarendon
DAVID T. CLARENDON

Almeda B. Pierce
ALMEDA PIERCE

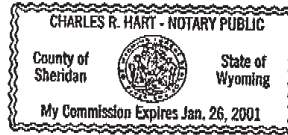
STATE OF WYOMING)
) ss.
County of Sheridan)

The foregoing instrument was acknowledged before me this 16 day of February, 2000, by DAVID T. CLARENDON.

WITNESS my hand and official seal.

Charles R. Hart
Notary Public

My Commission Expires: _____



STATE OF WYOMING)
) ss.
County of Sheridan)

The foregoing instrument was acknowledged before me this 16th day of February, 2000, by ALMEDA PIERCE.

WITNESS my hand and official seal.

Robert James Wyatt
Notary Public

My Commission Expires: March 19, 2003

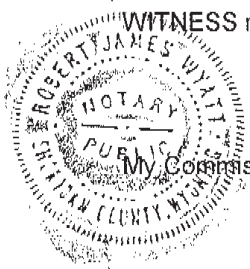
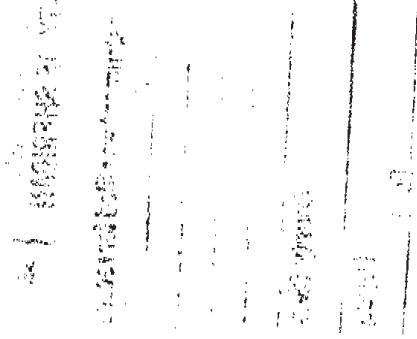


EXHIBIT "A"



Township 55 North, Range 82 West, 6th P.M.

- Section 7: E1/2SE1/4
- Section 18: N1/2NE1/4, SW1/4NE1/4, Lots 1, 2, 3 and 4, E1/2W1/2

Township 55 North, Range 83 West, 6th P.M.

- Section 1: Lot 4, SW1/4NW1/4, SW1/4
- Section 2: Lots 1 and 2, S1/2NE1/4, SE1/4
- Section 11: E1/2
- Section 12: NW1/4
- Section 13: N1/2
- Section 14: NE1/4