

**ROAD EASEMENT**

**ROBERT T. CARSON AND FRANCES J. CARSON, TRUSTEES OF THE ROBERT T. CARSON AND FRANCES J. CARSON TRUST UNDER TRUST AGREEMENT DATED APRIL 17, 1991, (herein referred to as "Grantors"), and GREG TOWNSEND and HOLLY WILSON TOWNSEND, husband and wife, and CHARLES S. WILSON and DONNA O. WILSON, husband and wife, (herein referred to as "Grantees").**

**Recitals of Fact**

1. Grantors are the owners of the following described lands, which are located in Sheridan County, Wyoming, to-wit:

A tract of land being all that portion of the West Half of the Southeast Quarter ( $W\frac{1}{2}SE\frac{1}{4}$ ) and the Southwest Quarter of the Northeast Quarter ( $SW\frac{1}{4}NE\frac{1}{4}$ ) of Section 32, Township 56 North, Range 84 West, of the Sixth Principal Meridian, Sheridan County, Wyoming, lying south of the south right of way of State Highway No. 331 (Big Goose Road) and also lying north of the following described boundary line:

Beginning at a point on the east line of said  $W\frac{1}{2}SE\frac{1}{4}$ , located  $N1^{\circ}45'08''W$ , 1625.99 feet from the East One-Sixteenth Corner between said Section 32 and Section 5, T55 N, R84W, said point being on the center of Big Goose Creek; thence along the center of Big Goose Creek the following bearings and distances:  $N44^{\circ}19'18''W$ , 354.92 feet; thence  $S 70^{\circ}38'54''W$ , 271.40 feet; thence  $S 1^{\circ}53'35''W$ , 213.08 feet; thence  $S 42^{\circ}49'57''W$ , 288.58 feet; thence  $S 1^{\circ}01'21''E$ , 173.18 feet; thence  $S 48^{\circ}53'42''E$ , 106.47 feet; thence leaving said center of Big Goose Creek West, 686.26 feet to a point on the West line of said  $W\frac{1}{2}SE\frac{1}{4}$ .

EXCEPTING THEREFROM the following tracts of land:

(1) A tract of land containing 5.2 acres out of the  $SW\frac{1}{4}NE\frac{1}{4}$  of said Section 32, described as follows: Beginning at a point on the East line of the  $W\frac{1}{2}NE\frac{1}{4}$  of said Section 32, 1730 North of the Southeast corner of the  $NW\frac{1}{4}SE\frac{1}{4}$  of said Section 32; thence  $N. 89^{\circ}50'W$ , 400 feet, thence  $N. 13^{\circ}10'W$ , 460 feet to a point on the center line of the existing State Highway, thence  $N. 77^{\circ}00'E$  along said center line 500 feet to a point on the East line of said  $W\frac{1}{2}SE\frac{1}{4}$ , thence South along said East line a distance of 570 feet to the point of beginning.

(2) A tract of land situated in the  $SW\frac{1}{4}NE\frac{1}{4}$  and  $NW\frac{1}{4}SE\frac{1}{4}$  of said Section 32, described as follows: Beginning at a point on the Southerly right of way line of the Wyoming State Secondary Highway, which is located  $S 49^{\circ}31'E$  1720 feet from the NW corner of the  $SE\frac{1}{4}NW\frac{1}{4}$  of said Section 32, thence  $S 3^{\circ}28'E$  317.4 feet, thence  $N 73^{\circ}43'E$  452.4 feet, thence  $N 15^{\circ}19'W$  96.7 feet, thence  $S 75^{\circ}11'W$  41 feet, thence  $N 56^{\circ}17'W$  104.2 feet, thence  $N 31^{\circ}41'W$  202 feet to a point on the Southerly right of way line of said Wyoming State Secondary Highway, thence  $S 57^{\circ}56'W$  230.7 feet, along said right of way to the point of beginning.

Said tract contains 51 acres, more or less.

2. Grantees are the owners of the following described lands which are also located in Sheridan, Wyoming, to-wit:

A tract of land located in the West Half of the Southeast Quarter ( $W\frac{1}{2}SE\frac{1}{4}$ ) of Section 32, Township 56 North, Range 84 West and in the West Half of the Northeast Quarter ( $W\frac{1}{2}NE\frac{1}{4}$ ) of Section 5, Township 55 North, Range 84 West, all of the Sixth Principal Meridian, Sheridan County, Wyoming, being more particularly described as follows:

Beginning at the Center Quarter Corner of said Section 5; thence  $N 0^{\circ}36'39''W$ , 1303.63 feet to an iron pin at an existing fence corner; thence  $N 2^{\circ}23'19''W$ , 1412.78 feet to the North Quarter Corner of said Section 5; thence along the west line of the  $SW\frac{1}{4}SE\frac{1}{4}$  of said Section 32  $N 2^{\circ}14'40''W$ , 1134.11 feet; thence East 686.26 feet to a point on the center of Big Goose Creek; thence along the Center of Big Goose Creek the following bearings and distances:  $N 48^{\circ}53'42''W$ , 106.47 feet; thence  $N 1^{\circ}01'21''W$ , 173.18 feet; thence  $N 42^{\circ}49'57''E$ , 288.58 feet; thence  $N 1^{\circ}53'35''E$ , 213.08 feet; thence  $N 70^{\circ}38'54''E$ , 271.40 feet; thence  $S 44^{\circ}19'18''E$ , 354.92 feet to a point on the east line of said  $W\frac{1}{2}SE\frac{1}{4}$  of Section 32; thence leaving said center of Big Goose Creek and along the east line  $S 1^{\circ}45'08''E$ , 1625.99 feet to the East One-Sixteenth Corner between said Section 32 and said Section 5; thence along the east line of said  $W\frac{1}{2}NE\frac{1}{4}$  of Section 5  $S 0^{\circ}59'45''E$ , 2727.05 feet to the Center East One-Sixteenth Corner of said Section 5; thence along the East-West Centerline of said Section 5  $S 89^{\circ}59'23''W$ , 1290.15 feet to the point of beginning, said tract containing 125.03 acres, more or less.

3. Grantees' land has no access to any public road except across the lands owned by Grantors.

4. The parties desire to enter into a written agreement under the terms of which the Grantors shall convey to Grantees the right to construct and use a road across Grantors' property.

#### Agreement

IN CONSIDERATION of the mutual covenants and conditions set forth below, the parties agree as follows:

I. **Definitions:** As used in this Agreement the following terms shall have the following meanings:

A. **Owner of the Dominant Estate:** The "owner of the dominant estate" shall mean Grantees or their successors in interest.

B. **Owner of the Servient Estate:** The "owner of the servient estate" shall mean Grantors or their successors in interest.

II. **Grants of Road Easements:** Grantors hereby convey to Grantees, their successors and assigns, a nonexclusive easement to construct and use a road which shall be described as follows:

**Easement 1 (Highway to Bridge - 60.00 feet width):**

A sixty (60) foot wide tract of land located in the Southwest Quarter of the Northeast Quarter ( $SW\frac{1}{4}NE\frac{1}{4}$ ) and the Northwest Quarter of the Southeast Quarter ( $NW\frac{1}{4}SE\frac{1}{4}$ ) of Section 32, Township 56 North, Range 84 West, of the Sixth Principal Meridian, Sheridan County, Wyoming, being 30.00 feet on each side of the following described centerline:

Beginning at a point on the south right of way of State Highway No. 331 (Big Goose Road), located  $N 10^{\circ}04'24''W$ , 3452.62 feet from the East One-

Sixteenth Corner between said Section 32 and Section 5, T 55N, R 84W; thence S 13°09'02"E, 168.07 feet; thence S 16°04'23"E, 165.83 feet; thence S 17°27'19"E, 412.22 feet; thence S 71°51'19"W, 157.28 feet; thence S 18°02'42"E, 653.83 feet; thence S 27°03'29"W, 92.84 feet; thence S 10°09'08"E, 77.83 feet, lengthening or shortening the side lines of said sixty foot wide tract to intersect the highway right of way to the north and the center of Big Goose Creek to the south, containing 2.38 acres, more or less.

**Easement 2 (Bridge to Field South of Ditch - 30.00 feet width):**

A thirty (30) foot wide tract of land located in the West Half of the Southeast Quarter (W $\frac{1}{2}$ SE $\frac{1}{4}$ ) of Section 32, Township 56 North, Range 84 West, of the Sixth Principal Meridian, Sheridan County, Wyoming, being 15.00 feet on each side of the following described centerline:

Beginning at a point located N 11°18'28"W, 1937.30 feet from the East One-Sixteenth Corner between said Section 32 and Section 5, T 54N, R 84W; thence S 68°50'25"W, 154.69 feet; thence S 56°04'10"W, 51.91 feet; thence S 32°40'24"W, 98.73 feet; thence S 4°43'10"E, 157.23 feet; thence S 46°10'32"W, 240.41 feet; thence S 24°01'40"W, 69.96 feet; thence S 2°19'30"E, 151.66 feet; thence S 31°53'50"E, 84.46 feet, containing 0.69 acres, more or less.

- III. **Duration of Easement:** Each easement granted above shall be perpetual.
- IV. **Improvements:** Grantees shall construct the road across the easement and shall maintain it at their own expense. Grantees may not fence the easement.
- V. **Uses of Roads:** The roads may be used by the owner of the dominant estate, their agents and business invitees, for agricultural purposes and residential dwellings, and shall not be used for any mineral development or industrial purpose.
- VI. **Maintenance of Roads and Improvements:** Grantees shall not litter or dispose of debris along the easement which it is to use under this Agreement.
- VII. **Hunting:** Grantees shall not allow hunting from the the easement. And Grantees shall take all affirmative actions which are necessary or helpful to prevent its agents or invitees from engaging in such prohibited activities.
- VIII. **Liability from Use of Road:** The Grantees hereby releases, waives discharges Grantors from any and all liability, loss or damages, and further agrees to indemnify, defend and hold harmless against such liability, whether or not caused by Grantors' negligence, arising from the use of the easement across the servient estate.
- IX. **Default:** In the event that either party defaults in its obligations under this agreement, the nondefaulting party shall notify the defaulting party of the default. The defaulting party shall cure the default as quickly as is reasonably practical. If the defaulting party fails to cure the default, the nondefaulting party may cure the default and charge the cost of such cure to the defaulting party. In attempting to give notice of default to the defaulting party, the nondefaulting party shall use reasonable diligence to determine the

whereabouts of the defaulting party and give him actual notice. If the whereabouts of the defaulting party cannot be determined or the notice cannot be given after the use of due diligence, the nondefaulting party may give notice by publishing such notice in a newspaper of general circulation once a week for two consecutive weeks. The defaulting party shall reimburse the nondefaulting party for all costs incurred in giving such notice. In the event that Grantees, after being given notice and an opportunity to cure, repeatedly defaults on their obligations under this Agreement to the extent that such failure amounts to a willful or intentional disregard of the rights of the Grantors, the Grantors may declare the easement of the Grantees terminated and may bring an action to eliminate the burden of the easement from their property. In the event that either party must bring an action to enforce this Agreement, the defaulting party shall pay all costs incurred by the nondefaulting party including, but not limited to, a reasonable attorney's fee and court costs.

**XII. Binding Effect:** The Agreement set forth above shall be binding upon the parties hereto, their tenants, successors and assigns. It is the intent of the parties that this Agreement shall run with the lands and be binding upon the lands and that it not be personal to the owners of the land.

Dated this 15 day of November, 2000.

GRANTORS

GRANTEES

Robert T. Carson  
Robert T. Carson, Trustee of the Robert T. Carson and Frances J. Carson Trust under agreement dated April 17, 1991

Greg Townsend  
Greg Townsend

Frances J. Carson  
Frances J. Carson, Trustee of the Robert T. Carson and Frances J. Carson Trust under agreement dated April 17, 1991

Holly Wilson Townsend  
Holly Wilson Townsend

Charles S. Wilson  
Charles S. Wilson

Donna O. Wilson  
Donna O. Wilson

STATE OF WYOMING )  
 ) ss.  
County of Sheridan )

The above and foregoing Road Easement was signed before me this 15<sup>th</sup> day of November, 2000, by Robert T. Carson and Frances J. Carson, Trustee of the Robert T. Carson and Frances J. Carson Trust under agreement dated April 17, 1991.

WITNESS my hand and official seal.

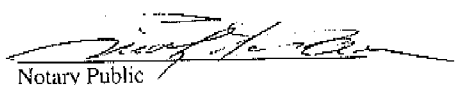
[Signature]  
Notary Public

My Commission expires: March 12 2001

STATE OF WYOMING           )  
                                      : ss.  
County of Sheridan           )

The above and foregoing Road Easement was signed before me this 15<sup>th</sup> day of November, 2000, by Greg Townsend and Holly Wilson Townsend.

WITNESS my hand and official seal.

  
Notary Public

My Commission expires: March 17 2001

STATE OF WYOMING           )  
                                      : ss.  
County of Sheridan           )

The above and foregoing Road Easement was signed before me this 15<sup>th</sup> day of November, 2000, by Charles S. Wilson and Donna O. Wilson.

WITNESS my hand and official seal.

  
Notary Public

My Commission expires: March 17 2001