

EASEMENT DEED

THIS AGREEMENT, made this day by and between JAMES E. MORE and HARRIETT L. MORE, husband and wife, hereinafter called First Parties; and VERNON K. BOE and GERALDINE G. BOE, husband and wife; WALTER DAVIS and EDEL S. DAVIS, husband and wife; MERVIN L. BUCKINGHAM and ELFA BUCKINGHAM, husband and wife; and ABE L. MITCHELL and DANAY B. MITCHELL, husband and wife, hereinafter called Second Parties:

WITNESSETH THAT:

In consideration of the sum of One Dollar (\$1.00) in hand paid, receipt whereof is hereby acknowledged, and also in consideration of a certain Restrictive Covenant to be given to First Parties by Second Parties, referring to a restricted construction area of no buildings; the First Parties have this day bargained and sold, and by these presents, do hereby grant, bargain, sell, convey, transfer and deliver unto the Second Parties, a permanent easement and right of way, for the following purposes, namely: The right to enter upon the hereinafter described land and grade, level, fill, drain, pave, build, maintain, repair and rebuild a road or highway, together with such bridges, culverts, ramps, and cuts as may be necessary on, over, and across the ground embraced within the right of way hereinafter described, which is located within the boundaries of a tract or parcel of land situated in the County of Sheridan, State of Wyoming, and briefly described as being situate in the NE 1/4, Section 8, Township 53N, North, Range 83 West of the Sixth Principal Meridian.

The easement and right of way hereby granted covers a strip of land thirty (30') feet in width across the above described land; the center line of said strip of land is more particularly located and described as

358
follows:

Commencing at a point of beginning located S57° 06' E a distance of 1191 feet from the Northwest corner of the said NE¹/₄SW¹/₄, which beginning point is 2 feet East of a bridge over the Prairie Dog Water Supply Ditch (this bridge is presently owned by James E. More); thence N 71° W for a distance of 48 feet to a point; thence N 28° 45' E for a distance of 158 feet to the line of the South Bank of the Piney-Cruse Supply Ditch; all in Section 8, Township 53 North, Range 83 West of the Sixth Principal Meridian in Sheridan County, Wyoming.

To have and to hold the said easement and right of way unto the Second Parties and unto their successors, heirs, transferees and assigns forever.

The First Parties hereby covenant with the Second Parties that they are lawfully seized and possessed of the aforesaid tract of land over which said easement is located.

The First Parties shall fully use and enjoy the aforesaid premises, except as to the rights herein granted; and the Second Parties hereby agree to hold and save the First Parties harmless from any and all damages arising from their use of the right, easement, and right of way herein granted and agree to pay any damage or damages which may arise to the property, premises or rights of the First Parties through Second Parties' use, occupation and possession of the rights herein granted.

The Second Parties also agree to share the maintenance of the bridge presently owned by James E. More and which is mentioned above under the description of said right of way.

WITNESS our hands this 19th day of September

1940.

James E. More
James E. More

Vernon K. Boe

Geraldine G. Boe
Vernon K. Boe and Geraldine G. Boe

Walter Davis

Edel S. Davis
Walter Davis and Edel S. Davis

Mervin L. Buckingham

Elfa Buckingham
Mervin L. Buckingham and
Elfa Buckingham

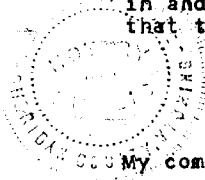
Abe L. Mitchell

Daney B. Mitchell
Abe L. Mitchell and
Daney B. Mitchell

Second Parties

STATE OF WYOMING }
COUNTY OF SHERIDAN) SS

On this 12th day of December, 1960, before
me personally appeared JAMES E. MORE and HARRIET L. MORE,
husband and wife, to me known to be the persons described
in and who executed the foregoing instrument, and acknowledged
that they executed the same as their free act and deed.

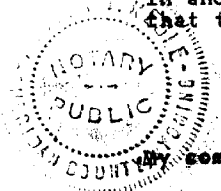


Austin J. Redle
Notary Public

My commission expires on the 1st day of December, 1963.

STATE OF WYOMING }
COUNTY OF SHERIDAN) SS

On this 13th day of December, 1960, before
me personally appeared VERNON K. BOE and GERALDINE G. BOE,
husband and wife, to me known to be the persons described
in and who executed the foregoing instrument, and acknowledged
that they executed the same as their free act and deed.



Austin J. Redle
Notary Public

My commission expires on the 1st day of December, 1963.

360

STATE OF Arizona }
COUNTY OF Maricopa } SS

On this 27 day of December, 1960, before me personally appeared WALTER DAVIS and BEUL S. DAVIS, husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Paul H. [Signature]
Notary Public

My commission expires on the 15 day of June, 1963:

STATE OF WYOMING }
COUNTY OF SHERIDAN } SS

On this 15th day of December, 1960, before me personally appeared MERVIN L. BUCKINGHAM and ELFA BUCKINGHAM, husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Austin J. Redle
Notary Public

My Commission expires December 1, 1963

STATE OF WYOMING }
COUNTY OF SHERIDAN } SS

On this 14th day of December, 1960, before me personally appeared ABE L. MITCHELL and DANNY B. MITCHELL, husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Austin J. Redle
Notary Public

My Commission expires December 1, 1963