

ACCESS EASEMENT

PAUL R. DEL ROSSI and SUZANNE DEL ROSSI, husband and wife, for and in consideration of ten dollars (\$10.00) and other good and valuable consideration, do hereby grant and convey to JONATHAN HERSCHLER and MELLICENT M. HERSCHLER, husband and wife, a non-exclusive easement for ingress and egress to and from the following described land situated in Sheridan County, Wyoming, to-wit:

Township 54 North, Range 85 West, 6th P.M.

Section 1: Lots 1 and 2, S1/2NE1/4, except those lands previously conveyed by Grantees to Grantors by Warranty Deed recorded October 19, 1998 in Book 397 of Deeds, at Page 685.

The access easement granted hereby is granted upon that land described as follows, to-wit:

An access easement 30 feet wide, lying east of a line situated in the NW1/4SE1/4 and SW1/4NE1/4 of Section 1, Township 54 North, Range 85 West, 6th P.M., Sheridan County, Wyoming; said line being more particularly described as follows:

Commencing at the east quarter corner of said Section 1; thence S89°46'04"W, 1997.96 feet to the POINT OF BEGINNING (1-1/2" Aluminum Cap Per PE & LS 3159) of said easement, said point being the northwest corner of a tract of land described in Book 365 of Deeds, Page 525; thence S00°27'25"E, 686.56 feet along the west line of said tract described in Book 365 of Deeds, Page 525 to the POINT OF TERMINUS (1-1/2" Aluminum Cap Per PE & LS 3159) lying on the northerly right of way line of the Beaver Creek Road (A.K.A. County Road No. 87), said point being S70°46'47"W, 2110.08 feet from said east quarter corner of said Section 1.

Basis of Bearings is Wyoming State Plane (East Central Zone).

The easement hereby granted is an easement appurtenant to the land and enures to the benefit of and is binding upon each of the parties, their heirs, personal representatives, successors and/or assigns.

The easement hereby granted is subject to express terms and conditions, all of which are as follows:

1. The Grantors reserve the right to utilize the access easement hereby granted for their own access purposes.
2. Grantees may cause a roadway for vehicular traffic to be constructed upon said easement granted.
3. No fences or structures shall be erected upon the easement granted.

4. The Grantees and their successors in interest shall have the obligation to do all things that are necessary and incidental to maintain and improve the roadway on the easement and the Grantees agree to maintain and keep the easement free of debris, trash and other garbage, and that all maintenance of the roadway on the easement and the easement itself shall be at the sole expense of the Grantees and their successors.
5. The easement hereby granted shall not be construed or interpreted to grant any person using said easement any right to go upon, cross or trespass upon any lands belonging to other parties, whether parties to this agreement or otherwise.
6. As a condition for granting this easement, Grantors and Grantees have expressly agreed that the grant and use of this easement shall not be expanded to benefit a subdivision of Grantees lands as set forth above into more than six independent and separate parcels of land. Additionally, the easement shall not be used for any subdivision for which a subdivision permit from Sheridan County is required.

The Grantors hereby release and waive any and all rights under and by virtue of the Homestead exemption laws of the State of Wyoming.

Dated this 3 day of NOVEMBER, 1999.

Paul R. Del Rossi
Paul R. Del Rossi

Suzanne Del Rossi
Suzanne Del Rossi

STATE OF MASSACHUSETTS)
COUNTY OF NORFOLK) ss

The foregoing instrument was acknowledged before me by Paul R. Del Rossi and Suzanne Del Rossi, this 3d day of November, 1999.

Witness my hand and official seal.

Barbara Daggett
Notary Public

My Commission Expires

BARBARA DAGGETT, Notary Public
My Commission Expires Sept. 29, 2005