

ACCESS AND UTILITY EASEMENT

The undersigned, **SHERIDAN COUNTY, WYOMING** ("Grantor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant to **LAWRENCE G. GILL, III and BRIDGETTE M. GILL, and THE NIETHAMMER FAMILY LIMITED PARTNERSHIP**, ("Grantees"), and to their successors and assigns, a nonexclusive access easement, fifty (50) feet in width, along the location described in attached Exhibit A (the "Burdened Land"), for: (1) construction, maintenance and use of an access roadway to be used for ingress and egress to and from the land described in attached Exhibit B (the "Benefitted Land"); and (2) construction, maintenance, and use of utilities serving the said Benefitted Land.

The easement granted hereby shall be subject to the following specific terms and conditions:

1. This Access and Utility Easement shall be appurtenant to and run with the above-described Benefitted Land owned by the Grantees in Sheridan County, Wyoming.
2. Grantees shall maintain the improved surface of the easement at Grantees' sole expense. The surface of and facilities upon Grantors' Land disturbed by any activities (including, but not limited to, any future maintenance or reconstruction) shall be fully and promptly reclaimed and repaired by Grantee to its condition existing immediately prior to such disturbance.
3. All underground facilities shall be buried at least 36 inches below the surface of the ground. No surface facilities of any kind shall be placed on the described lands.
4. The area of the easement shall not be fenced, nor shall access over, through, or across the area of the easement be permitted, without the written permission of Grantors.
5. Grantees shall indemnify, defend, and hold Grantor and Grantor's employees, agents, successors, and assigns, harmless from any and all claims, liabilities, demands, suits, losses, damages, and costs (including, but not limited to any attorneys' fees) which may be caused by Grantee's activities or exercise of Grantee's rights hereunder.
6. Grantor may cross the easement and construct such facilities as roads, fences, landscaping, and other improvements which will not unreasonably interfere with Grantees' rights granted herein. The easement created by this instrument shall not preclude Grantor's use of Grantor's property, except to the extent that Grantors shall not in any way at any time obstruct the easement or otherwise interfere with Grantee's rights to use the easement for the purposes allowed by this instrument.

541587 EASEMENT
BOOK 474 PAGE 0498
RECORDED 05/26/2006 AT 03:45 PM
AUDREY KOLTISKA, SHERIDAN COUNTY CLERK

7. Grantor makes no warranty of title or otherwise in entering into this easement.

8. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, successors, and assigns.

DATED effective this 1st day of May, 2006.

IN WITNESS WHEREOF, the Grantor has caused these presents to be signed by the Chairman of the Board of County Commissioners, and the Clerk of said County and Clerk of said Board, and official seal of said County to be hereby affixed, this 22nd day of May, 2006.

ATTEST:

SHERIDAN COUNTY, WYOMING

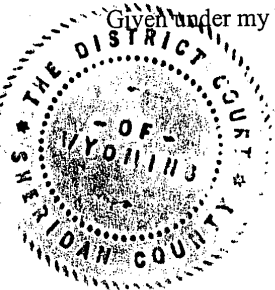
Audrey Koltiska
County Clerk, Sheridan County, Wyoming

[Signature]
Chairman of the Board of County of County
Commissioners of Sheridan County, Wyoming

STATE OF WYOMING)
)ss.
COUNTY OF SHERIDAN)

On this 22 day of May, 2006, before me personally appeared Terry Cram, a member of the Board of County Commissioners in and for Sheridan County, Wyoming, and Chairman of said Board, and Audrey Koltiska, County Clerk in and for Sheridan County, Wyoming, to me personally know, who, being by me duly sworn, did say that they are the Chairman of the Board of County Commissioners in and for Sheridan County, Wyoming, and the Clerk of said County, respectively; that the seal affixed to the foregoing instrument is the official seal of Sheridan, County, Wyoming, and that said instrument was signed and sealed in behalf of said County by authority of its Board of County Commissioners, pursuant to resolution heretofore adopted by said Board of County Commissioners; and that said Terry Cram and Audrey Koltiska each acknowledge said instrument to be the free act and deed of said Sheridan County, Wyoming.

Given under my hand and official seal this 22 day of May, 2006.



[Signature]
Clerk of District Court

Exhibit A
Burdened Land

An access easement for ingress and egress, being a strip of land fifty (50.0) feet wide situated in Lot 2 of the Welch Subdivision, to the City of Sheridan, Sheridan County, Wyoming, said strip being more particularly described as follows:

Commencing at the southeast corner of said Lot 2; thence N87°56'46"W, 66.99 feet along the south line of said Lot 2 to the **POINT OF BEGINNING** of said strip, said point also lying on the northerly right of way line of Fifth Street (aka State Highway No. 330); thence N87°56'46"W, 50.00 feet along said northerly right of way line and south line of said Lot 2 to a point; thence N02°01'12"E, 157.21 feet to a point; thence, through a curve to the right, having a radius of 103.00 feet, a central angle of 06°44'22", an arc length of 12.12 feet, a chord bearing of N05°23'24"E, and a chord length of 12.11 feet to a point; thence N08°45'35"E, 73.61 feet to a point; thence, through a curve to the left having a radius of 96.86 feet, a central angle of 06°44'23", an arc length of 11.39 feet, a chord bearing of N05°23'23"E, and a chord length of 11.39 feet to a point; thence N02°01'12"E, 24.51 feet to a point; thence S87°58'48"E, 50.00 feet to a point; thence S02°01'12"W, 24.51 feet to a point; thence, through a curve to the right, having a radius of 146.86 feet, a central angle of 06°44'23", an arc length of 17.28 feet, a chord bearing of S05°23'23"W, and a chord length of 17.27 feet to a point; thence S08°45'35"W, 73.61 feet to a point; thence, through a curve to the left having a radius of 53.00 feet, a central angle of 06°44'22", an arc length of 6.23 feet, a chord bearing of S05°23'24"W, and a chord length of 6.23 feet to a point; thence S02°01'12"W, 157.24 feet to the **POINT OF BEGINNING** of said strip.

Said strip contains 0.32 acres of land, more or less.

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

Exhibit B
Benefitted Land

LOT 1 OF THE MEDICAL ARTS COMPLEX I
SUBDIVISION, A SUBDIVISION IN THE CITY OF
SHERIDAN, SHERIDAN COUNTY, WYOMING,
RECORDED APRIL 25, 2006 IN DRAWER M, PLAT # 64