

641207 EASEMENT
BOOK 506 PAGE 0215
RECORDED 05/20/2009 AT 04:15 PM
AUDREY KOLTISKA, SHERIDAN COUNTY CLERK

CONVEYANCE OF ACCESS EASEMENT

This Easement Conveyance is entered into effective the 20 day of May, 2009, by THE COUNTY OF SHERIDAN, STATE OF WYOMING ("Grantor"), whose address is 224 South Main Street Suite B-1, Sheridan, Wyoming 82801 in favor of CANDACE W. HEAD ("Grantee"), whose address is 26 North Pine Road, Story Wyoming 82832.

RECITALS

A. Grantee is the owner of certain lands in Sheridan County, Wyoming as shown on the Certificate of Survey attached hereto as **Exhibit A** and described as follows:

A tract of land situated in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 7 and the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 8, Township 53 North, Range 83 West of the 6th P.M., described as follows: Commencing at a point 610 feet North and 30 feet East of the Southwest corner of said Section 8, thence West 170 feet, thence North 50 feet, thence East 170 feet, and thence South 50 feet to the point of beginning.

ALSO a tract of land situated in the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 8, Township 53 North, Range 83 West of 6th P.M., described as follows: Commencing at a point 660 feet North of the Southwest corner of Section 8, thence North 195 feet, thence East 70 feet, Thence South 195 feet, and thence West 70 feet, to the point of beginning.

EXCEPTING that portion conveyed to The Story Women's Club by deed recorded May 28, 1980 Book 249 Page 40 of the Book of Deeds.

("Grantee's Land").

B. Grantor is the owner of certain lands which include but are not limited to the following:

A tract of land situated in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 7, Township 53 North, Range 83 West of the Sixth Principal Meridian, Sheridan County, Wyoming; more particularly described as follows:

Beginning at a point which bears N 9°03'55" W a distance of 859.58 feet from the Southeast Corner of said Section 7; thence S 88°14'34" W for a distance of 40.03 feet; thence S 0°25'41" W for a distance of 165.58 feet; thence S 31°25'20" E for a distance of 19.30 feet; thence S 58°44'42" W for a distance of 11.97 feet; thence S 0°25'41" W for a distance of 11.97 feet; thence S 0°25'41" W for a distance of 61.86 feet; thence S 31°18'45" E for a distance of 76.03 feet; thence N 0°25'41" E for a distance of 316.31 feet to the point of beginning.

Said tract of land contains 0.257 of an acre.

("Grantor's Land").

C. Grantor wishes to convey to Grantee an access easement across Grantor's Land, described as follows, in accordance with the terms of this instrument:

A tract of land situated in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 7, Township 53 North, Range 83 West of the Sixth Principal Meridian, Sheridan County, Wyoming; more particularly described as follows:

Beginning at a point which bears N 14°03'17" W a distance of 686.11 feet from the Southeast Corner of said Section 7; thence S 58°44'42" W for a distance of 11.97 feet; thence S 0°25'41" W for a distance of 61.86 feet; thence S 31°18'45" E for a distance of 76.03 feet; thence N 0°25'41" E for a distance of 133.03 feet; thence West for a distance of 29.81 feet to the point of beginning.

GRANT OF EASEMENT

NOW, THEREFORE, for good and valuable consideration, including the mutual promises and covenants contained herein, it is agreed by and among the parties as follows:

1. Grant of Easement

Grantor does hereby grant and convey to Grantee, and the successors and assigns of Grantee, a nonexclusive access easement, for construction, maintenance and use of an access roadway as described above, to be used for ingress and egress to and from Grantee's Land across and through Grantor's Land.

2. Terms of Use.

A. Grantee shall have the right to improve the roadway within the easement to Grantee's specifications, at Grantee's expense. The surface of Grantor's Land disturbed by Grantee's construction activities (and by any future maintenance or reconstruction) shall be reclaimed and repaired by Grantee, and Grantee shall reseed disturbed land with agricultural grasses or vegetation similar to that in place prior to construction activities.

B. The right-of-way shall not be fenced without the written permission of Grantor.

C. Grantee shall contribute to the maintenance of the road constructed in the easement in proportion to its usage of the road.

D. The easement created by this instrument shall not preclude Grantor's use of Grantor's Land, except to the extent that Grantor 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. Specifically, Grantor shall have the right to use the roadway constructed in the access easement and to allow others to use the

roadway.

3. **Release.**

This easement is given subject to the express understanding that the Grantee, in accepting this easement, shall not hold the Grantor liable for any liability, loss, damage or claims arising out of the use of the easement by the Grantee, or its invitees, agents, employees, assigns or successors in interest.

4. **Appurtenant to Benefitted Land.**

The easement conveyed by this instrument shall run with Grantee's Land and shall be for the benefit and use of the Grantee and the heirs, successors and assigns of Grantee.

DATED effective the 20th day of May, 2009.

Robert L Rolston

STATE OF WYOMING)
) :ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this 20th day of May, 2009, by Robert L. Rolston.

WITNESS my hand and official seal.

Carla I Raymond
Notary Public

My commission expires: April 22, 2011

