

### 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 ROBERT F. AND MOLLY S. BARLOW TRUSTEES ("Grantees"), whose address is 51 Coffeen Avenue, Suite 101, Sheridan, Wyoming 82801.

### RECITALS

A. Grantees are the owner of certain lands as shown on the Certificate of Survey attached hereto as **Exhibit A** and described as follows:

A tract of land in Southeast quarter of the Southeast quarter of Section 7, and the Southwest quarter of the Southwest quarter of Section 8, in Township 53 North, Range 83 West of the Sixth Principal Meridian, described as follows:

Commencing at a point 510 feet North and 30 feet East of the Southwest corner of said Section 8, thence West 170 feet, thence North 100 feet, thence East 170 feet, and thence South 100 feet to the point of beginning, together with all improvements situate thereon and all appurtenances appertaining thereto, situate in the County of Sheridan, State of Wyoming.

("Grantees' 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 Grantees 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 Grantees, and the successors and assigns of Grantees, 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 Grantees' Land across and through Grantor's Land.

#### **2. Terms of Use.**

A. Grantees shall have the right to improve the roadway within the easement to Grantees' specifications, at Grantees' expense. The surface of Grantor's Land disturbed by Grantees' construction activities (and by any future maintenance or reconstruction) shall be reclaimed and repaired by Grantees, and Grantees 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. Grantees shall contribute to the maintenance of the road constructed in the easement in proportion to their 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 Grantees' 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 Grantees,

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 Grantees, or their invitees, agents, employees, assigns or successors in interest.

4. **Appurtenant to Benefitted Land.**

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

DATED effective the 20<sup>th</sup> day of May, 2009.

Robert L. Rolston

STATE OF WYOMING     )  
                                      ):ss  
COUNTY OF SHERIDAN   )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> 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

