



ACCESS EASEMENT

This Access Easement Conveyance is entered into effective the 5th day of November, 2020, by **Howard L. Mussell**, of 1590 Sugarland Drive, Suite B, Sheridan, Wyoming 82801 ("Grantor"), in favor of **J. Gibson Ostheimer and Debra M. Ostheimer**, husband and wife, of 81 River Road, Ranchester, Wyoming 82839 ("Grantee").

RECITALS

A. Grantor is the owner of certain lands in Sheridan County, Wyoming, which include but are not limited to the following:

Township 55 North, Range 83 West, 6th P. M.
Section 22: E $\frac{1}{2}$ NE $\frac{1}{4}$

("Grantor's Land").

B. Grantee is the owner of certain lands in Sheridan County, Wyoming, which include but are not limited to the following:

Township 55 North, Range 83 West, 6th P. M.
Section 22: NW $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$

("Grantee's Land").

C. Grantor wishes to convey to Grantee, for the benefit of the Grantee, its successors and assigns, an access easement across Grantor's land in accordance with the terms of this instrument.

GRANT OF EASEMENT

NOW, THEREFORE, for good and valuable consideration, including the mutual promises and covenants contained herein, Grantor makes the following conveyance:

1. Grant of Easement.

Grantor hereby grants and conveys to Grantee, for the benefit of Grantee and its successors, a nonexclusive easement thirty (30) feet in width, across Grantor's Land, for ingress and egress to and from Grantee's Land, along an existing road more specifically shown on the map attached hereto as **Exhibit "A"** (the "Road"). Grantee shall have the



right, at its expense, to record a more specific description of the easement location, in accordance with applicable law.

2. Terms of Use.

A. Purpose. This easement is granted for the specific purpose of allowing Grantee to travel upon the Road, for ingress and egress to and from the Grantee's Lands, for agricultural, recreational and residential purposes, subject to the limitations described in this document.

B. Limitations on Use. The easement conveyed herein shall not be used for any commercial or industrial use, or any use other than those described in Paragraph 2A, above. This easement shall become null and void if Grantee uses this easement for any purpose other than the purposes allowed, or otherwise fails to abide by any other terms of this easement.

C. Facilities. Grantor is not responsible for maintaining the Road upon the easement conveyed. Grantee may maintain the Road, with Grantor's consent, at Grantee's own expense. Grantee shall not construct buildings, install cattle guards or gates, build fences, or make any improvements within the easement without the written consent of Grantor.

D. Location Changes. Nothing herein shall require the Grantor nor permit the Grantee, without the Grantor's prior consent, to materially change the alignment of the Road. Grantor reserves the right, at Grantor's expense, to make reasonable alterations in the alignment of the Road to accommodate Grantor's operation, provided that, if Grantor changes the alignment of the Road, Grantee's easement shall remain valid at the altered Road location.

E. Private Easement. This is a private easement. At no time shall this easement conveyance be construed to create a public right-of-way.

F. Grantor's Use. 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. Grantor shall have the right to use the Road, to allow others to use the Road, and to grant to others the right to use the Road.

G. Liability. All persons using the easement shall do so at their own risk. Grantor shall not be liable for any claims, liabilities, demands, suits, losses, damages, or costs which may be incurred by any person while using the easement.



H. Restriction on Transfer, Sale, or Assignment. Grantee shall not transfer, sell, or assign any or all of the rights created by this easement to any person, except as an appurtenance to Grantee's Land. The easement rights conveyed by this instrument shall not be divided among more than one subsequent owner.

3. Permissive Use.

Grantor and Grantee acknowledges and agree that the fence between Grantee's Land and Grantor's Land is not on the actual boundary; that Grantee's use of Grantor's land on the west side of the fence is permissive; and that Grantor may move the fence to the actual boundary line between Grantee's Land and Grantor's Land at any time.

4. Appurtenant Rights.

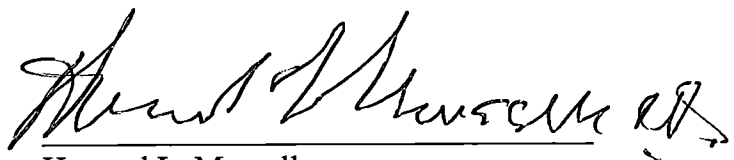
The easement conveyed by this instrument shall be appurtenant to and shall run with Grantee's Land and shall be for the benefit and use of the Grantee and the heirs, successors and assigns of Grantee.

[Signatures on following pages]



DATED effective the 5TH day of November, 2020.

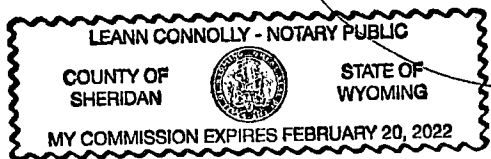
GRANTOR:

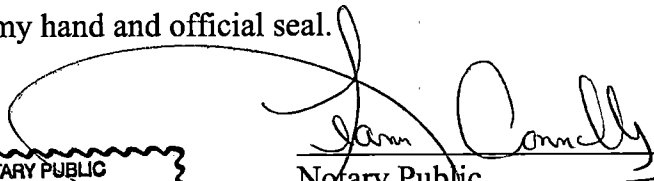

Howard L. Mussell

STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

The foregoing **Access Agreement** was acknowledged before me on the 5 day of November, 2020, by **Howard L. Mussell**.

WITNESS my hand and official seal.





Notary Public
My commission expires: Feb 20, 2022



DATED effective the 5th day of November, 2020.

GRANTEE:

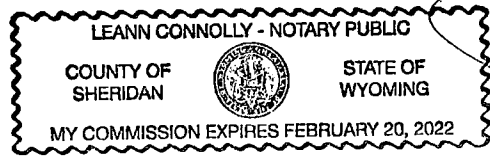
J. Gibson Ostheimer
 J. Gibson Ostheimer

Debra M. Ostheimer
 Debra M. Ostheimer

STATE OF WYOMING)
) ss.
 COUNTY OF SHERIDAN)

The foregoing **Access Agreement** was acknowledged before me on the 5 day of November, 2020, by **J. Gibson Ostheimer**.

WITNESS my hand and official seal.

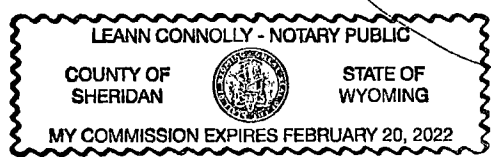


Leann Connolly
 Notary Public
 My commission expires: Feb 20, 2022

STATE OF WYOMING)
) ss.
 COUNTY OF SHERIDAN)

The foregoing **Easement Agreement** was acknowledged before me on the 5 day of November, 2020, by **Debra M. Ostheimer**.

WITNESS my hand and official seal.



Leann Connolly
 Notary Public
 My commission expires: Feb 20, 2022



EXHIBIT "A"

