

After recording, return to:
Crowley Fleck PLLP
Attn: James Mowry
101 West Brundage Street
Sheridan, WY 82801

ACCESS AND UTILITY EASEMENT

This Access and Utility Easement is made this 24th day of July 2020, by and between **Robby Barker Smith** whose address is 1025 Kroe Lane, Sheridan, Wyoming, 82801, and **Russell W. Bessette and Teresa M. Bessette, as Co-Trustees of the Bessette Family Trust dated February 17, 2015**, of 606 Calypso Street, Billings, Montana ("Grantors"), and **Robby Barker Smith** whose address is 1025 Kroe Lane, Sheridan, Wyoming, 82801, and **Russell W. Bessette and Teresa M. Bessette, as Co-Trustees of the Bessette Family Trust dated February 17, 2015**, of 606 Calypso Street, Billings, Montana, 59106 ("Grantees").

RECITALS

A. Grantors own certain real property in Sheridan County, Wyoming, more particularly described in Exhibit A, attached hereto and by this reference incorporated herein (the "Grantors' Property").

B. Grantees own certain real property in Sheridan County, Wyoming, adjacent to Grantor's Property and more particularly described in Exhibit B, attached hereto and by this reference incorporated herein (the "Grantees' Property" or "Dominant Estate").

C. Grantees desire to obtain, and Grantors are willing to grant, a perpetual, non-exclusive easement for utilities, pedestrian and vehicle ingress to and egress from, and for the construction, use, maintenance, repair and replacement of water lines, sewer lines, underground power lines, underground control wires, telephone systems, fiber optics and appurtenant facilities, said easement to be located over, under and across Grantors' Property for the benefit of Grantees' Property, as described on Exhibit C (the "Easement").

D. The parties desire to formalize the Easement on the terms and conditions set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency whereof which is acknowledged, Grantors and Grantees agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are true and correct and are hereby incorporated into and made a part of this Access and Utility Easement.

2. **Grant of Easement.** Grantors hereby grant to Grantees the non-exclusive right of ingress and egress for access and utilities over and across Grantors' Property for the purposes described in Paragraph 7 below, upon the terms and conditions, and subject to the limitations, set forth herein ("Easement").

3. **Property Subject to Easement ("Servient Estate").** The property subject to the Easement granted herein is Grantors' Property as described on Exhibit A.

4. **Property Served by Easement ("Dominant Estate").** The property served by the Easement granted herein is Grantees' Property as described on Exhibit B.

5. **Description of Easement.** The Easement granted herein shall be forty (40) feet on either side of the centerline more specifically described on Exhibit C.

6. **Term.** The Easement granted herein shall be perpetual.

7. **Scope of Easement.** The Easement shall be used for utilities, pedestrian and vehicle ingress to and egress from, and for the construction, use, maintenance, repair and replacement of water lines, sewer lines, underground power lines, underground control wires, telephone systems, fiber optics and appurtenant facilities for the benefit of Grantees' Property. Grantees' use of the Easement shall not interfere with Grantors' use of the Easement.

8. **Easement Non-Exclusive.** The rights granted to Grantees under this Easement are non-exclusive, and Grantees understand and agree that the Easement is not to be construed as an easement given to the exclusion of Grantors or Grantors' successors and assigns. Grantors reserves the right to use the Easement.

9. **Easement Appurtenant.** The Easement shall be appurtenant to the Grantees' Property. Grantees may not assign, transfer or convey this Easement in whole or in part except in conjunction with the conveyance of the Grantees' Property in whole or in part.

10. **Governing Law.** This Access and Utility Easement has been made and entered into in the State of Wyoming and shall be governed by the laws of the State of Wyoming.

11. **Indemnity.** Grantees agree to indemnify and hold Grantors, and Grantors' successors and assigns, harmless of and from any and all claims, demands, damages, liabilities, and costs, including but not limited to reasonable attorney fees and court costs, resulting from or relating to use of the Easement by Grantees or Grantees' heirs, successors, assigns, guests or invitees.

12. **Attorney Fees.** If either the Grantors or the Grantees, or their heirs, successors or assigns, bring an action to interpret or enforce these Easement, the prevailing party in such action shall be entitled to judgment for its reasonable attorney fees and costs incurred in such action, including reasonable attorney fees and costs of any appeal.

13. **Entire Agreement.** This instrument constitutes the entire agreement of the parties concerning the Easement. This Access and Utility Easement and the Easement shall not be modified, amended, or changed in any respect except by written document signed by all parties hereto.

14. **Authority of Parties/Signatories.** Each person signing this Access and Utility Easement on behalf of a Party represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Access and Utility Easement on behalf of such Party. Each Party represents and warrants to the other that the execution and delivery of the Access and Utility Easement and the performance of such Party's obligations hereunder have been duly authorized and that the Access and Utility Easement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

15. **Binding Effect.** The rights, conditions and provisions of this Easement shall inure to the benefit of, and be binding upon, the successors, heirs and assigns of the parties hereto.

[REMAINDER OF PAGE INTENTIONALLY, SIGNATURE PAGES TO FOLLOW]



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FEES: \$33.00 SM EASEMENT
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

IN WITNESS WHEREOF, the Parties have executed this Access and Utility Easement the date first written above.

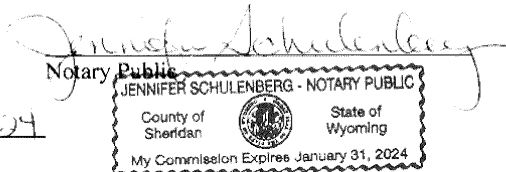
GRANTOR:

Robby Barker Smith
Robby Barker Smith

STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this 24th day of July, 2020, by **Robby Barker Smith**.

Witness my hand and official seal.



My Commission Expires: Jan 31, 2024

GRANTOR:

Besette Family Trust dated February 17, 2015

Russell W. Besette
By: **Russell W. Besette**
Its: Co-Trustee

Teresa M. Besette
By: **Teresa M. Besette**
Its: Co-Trustee

STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this 24 day of July, 2020, by **Russell W. Besette and Teresa M. Besette, Co-Trustees of the Besette Family Trust dated February 17, 2015**.

Witness my hand and official seal.

Jennifer Schuilenberg
Notary Public

My Commission Expires: Jan 31, 2024



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EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK


GRANTEE:

Robby Barker Smith
Robby Barker Smith

STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this 24th day of July, 2020, by **Robby Barker Smith**.

Witness my hand and official seal.

Jennifer Schulenberg
Notary Public


My Commission Expires: Jan. 31, 2024

GRANTEE:

Besette Family Trust dated February 17, 2015

Russell W. Besette
By: **Russell W. Besette**
Its: Co-Trustee

Teresa M. Besette
By: **Teresa M. Besette**
Its: Co-Trustee

STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this 24th day of July, 2020, by **Russell W. Besette and Teresa M. Besette, Co-Trustees of the Besette Family Trust dated February 17, 2015**.

Witness my hand and official seal.

Jennifer Schulenberg
Notary Public

My Commission Expires: Jan. 31, 2024





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EXHIBIT A

Description of Grantors' Property:

646 E. 5th Street, Sheridan, Wyoming,

more particularly described as:

A tract of land situated in the SE¼SW¼ of Section 23, and in the NE¼NW¼ of Section 26, Township 56 North, Range 84 West of the 6th P.M. described as follows:

Beginning at a point on the South line of the NE¼NW¼ of said Section 26, 729.3 feet East of the Southwest corner of said NE¼NW¼, thence North 1517 feet to the South line of Fifth Avenue of the West View Addition to the city of Sheridan, Wyoming, thence East along the South line of said Fifth Avenue, a distance of 283.5 feet, thence South a distance of 1517 feet to the South line of said NE¼NW¼, thence West a distance of 283 feet to the point of beginning; and

A tract of land situated in the NE¼NW¼ of Section 26, Township 56 North, Range 84 West of the 6th P.M., Sheridan County, Wyoming, described as follows:

Beginning at a point on the South line of said NE¼NW¼ of said Section 26, said point being 470.2 feet East of the Southwest corner of said NE¼NW¼; thence North 377 feet to a point, thence East 259.1 feet to a point, thence South 377 feet to a point on the South line of said NE¼NW¼, and thence West 259.1 feet to the point of beginning.



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EXHIBIT B

Description of Grantees' Property:

915 Kroe Lane, Sheridan, Wyoming,

more particularly described as:

Township 56 North, Range 84 West, 6th P.M.
Section 26: Part of SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$



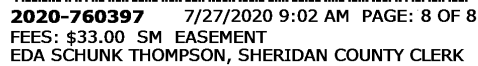
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EXHIBIT C

Map and description of Easement:



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IN A PARCEL OF LAND DESCRIBED IN THE RECORDS OF THE SHERIDAN COUNTY CLERK
IN BOOK 206, PAGE 634, LOCATED IN THE EAST HALF OF THE NORTHWEST QUARTER
(E $\frac{1}{2}$ NW $\frac{1}{4}$), SECTION 26, TOWNSHIP 56 NORTH, RANGE 81 WEST, 6TH P.M.,
CITY OF SHERIDAN, SHERIDAN COUNTY, WYOMING,

Prepared by Cannon Consulting LLC (307) 752-0109