

UTILITY EASEMENT

THIS AGREEMENT is made and entered into this 24th day of March, 2008, by and between **Debra A. Coon**, formerly known as **Debra A. Foss**, a married person dealing in her sole and separate property, of Sheridan County, Wyoming, and **Christopher Bernard**, a married person dealing in his sole and separate property. Reference is made hereinafter to the said **Debra A. Coon** as "GRANTOR," Reference is made hereinafter to the said **Christopher Bernard** as "GRANTEE."

WITNESSETH, that:

WHEREAS, the GRANTOR is the owner of a tract of land in Sheridan County, Wyoming more particularly described as follows:

The North 55 feet of Lot 11, Block 42 of Sheridan Land Company Addition to the City of Sheridan, Sheridan County, Wyoming;

WHEREAS, the GRANTEE is the owner of a parcel of land adjoining the south boundary of the Grantor's above-described tract; Grantee's parcel being located in Sheridan County, Wyoming and more particularly described as follows:

The South 87 feet of Lot 11, Block 42, Sheridan Land Company's Addition to the Town, now City, of Sheridan, Sheridan County, Wyoming;

WHEREAS, the GRANTEE desires a utility and television easement to permit GRANTEE, his heirs, successors in interest and assignees to enter upon the easement and to erect, construct, operate, maintain, repair, rebuild and otherwise use utility services, including television;

NOW THEREFORE, in consideration of the above and foregoing, and in further consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid to GRANTOR, the receipt and sufficiency whereof is hereby acknowledged, GRANTOR does hereby grant unto the GRANTEE and to his heirs, successors in interest, and assigns, an easement for right-of-way and utilities, but not for other purposes, located in Sheridan County, and State of Wyoming, to-wit:

The West 20 feet of the North 55 feet of Lot 11, Block 42 of Sheridan Land Company Addition to the City of Sheridan, Sheridan County, Wyoming.

This easement is granted to enable GRANTEE and his heirs, successors in interest, and assigns, to use, as described above, the easement.

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As additional consideration for this grant, GRANTEE and GRANTOR agree as follows:

1. The GRANTOR, her successors in interest and assigns reserve the right to use the above-described easement area;

2. GRANTEE, his heirs, successors in interest and assigns shall hold GRANTOR, her successors in interest and assigns harmless from any and all liability for injury, death or property damage sustained by GRANTEE, his heirs, successors in interest and assigns, or their employees or invitees on the easement; and,

3. This easement and the covenants herein contained shall be construed as running with the lands for the private use and benefit of the GRANTEE, his heirs, successors in interest and assigns; this easement and the covenants herein contained shall be construed as running with the land of the GRANTOR, binding the GRANTOR, her heirs, and successors and assigns.

IN WITNESS WHEREOF, the undersigned have hereto set their hands and seals this 24th day of March, 2008.

Christopher Bernard
Christopher Bernard

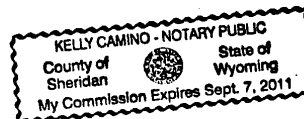
Debra A. Coon
Debra A. Coon
Formerly known as Debra A. Foss

STATE OF WYOMING)
 : SS
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me the 24 day of March, 2008, by **Debra A. Coon**, formerly known as **Debra A. Foss**.

Kelly Camino
NOTARY PUBLIC

My Commission Expires: 9/7/2011

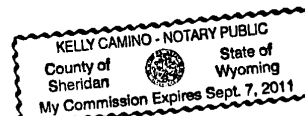


STATE OF WYOMING)
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The foregoing instrument was acknowledged before me the 24 day of March, 2008, by **Christopher Bernard**.

Kelly Camino
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