

UTILITY EASEMENT AGREEMENT

THIS UTILITY EASEMENT AGREEMENT is entered into on this date by and between Donald Ray Spellman and Kathleen Spellman, jointly as husband and wife, of 7239 Hwy. 14-16 Unit C, Arvada, Wyoming 82831 ("**Spellmans**") and Vineyard Cattle Company, LLC, a Wyoming limited liability company, of Box 52, Arvada, Wyoming 82831 ("**Vineyard**"). The parties agree as follows:

RECITAL

WHEREAS, in consideration of Ten Dollars (\$10.00 US) and other valuable promises and as an integral part of the closing for a larger parcel of land that **Spellmans** have recently purchased from **Vineyard**, **Spellmans** agree to convey these utility easements unto **Vineyard**.

THE PARTIES THEREFORE HEREBY AGREE AS FOLLOWS:

1. Conveyance of Easements.

Spellmans hereby grant, bargain, sell and convey unto **Vineyard**:

a. One (1) underground electric line utility easement allowing **Vineyard** and its successors and assigns to install, use, operate, maintain and repair an electrical service and supply cable and related equipment. Said easement is located on a tract of land described and depicted in the attached Exhibit "1" and its referenced attachment to this Agreement. Said utility easement shall be non-exclusive and perpetual utility easement ten feet (10.00') wide (five feet (5.00') on either side of a surveyed centerline) as is also more specifically described and depicted in the attached Exhibit "1" and its referenced attachment to this Agreement.

b. One (1) underground telecommunications line utility easement allowing **Vineyard** and its successors and assigns to install, use, operate, maintain and repair a telecommunications cable and related equipment. Said easement is located on a tract of land described and depicted in the attached Exhibit "1" and its referenced attachment to this Agreement. Said utility easement shall be non-exclusive and perpetual utility easement ten feet (10.00') wide (five feet (5.00') on either side of a surveyed centerline) as is also more specifically described and depicted in the attached Exhibit "1" and its referenced attachment to this Agreement.

2. Easements to Run With, Benefit and Burden Lands.

The two utility line easements granted in this Easement Agreement shall be appurtenant to and shall run with and benefit the lands owned by **Vineyard** and described as lands located in Sheridan County, Wyoming, Township 54 North, Range 77 West, 6th P.M., Section 1.

The two utility easements granted in this Easement Agreement shall be appurtenant to and run with and burden the "tract of land" lands located in Sheridan County, Wyoming, Township 54 North, Range 77 West, 6th P.M., Section 1: Lot 3 and Lot 4 and as more particularly described and depicted in the attached Exhibit "1" owned by **Spellmans**.

3. Other terms.

a. **Spellmans** agree not to build, create or construct or permit to be built, created, or constructed, any obstruction, building, engineering works or other structures over, under, or that would materially interfere with said underground utility easements or **Vineyard's** rights to make ongoing reasonable use of them.

b. **Spellmans** hereby grant unto **Vineyard** and its authorized agents and employees, the right at all reasonable times to enter upon said premises for the purpose of laying, constructing, maintaining, operating, replacing, repairing or removing said underground lines and for the purpose of doing all reasonably necessary work in connection therewith.

c. **Vineyard**, by the acceptance hereof, hereby agrees that it shall pay any and all actual damages that may result, including but not limited to, actual damages or resultant erosion or fire damages to the land surface, crops, fences, buildings and improvements on said premises, caused by the constructing, use, maintenance, repair, operation, replacement or removal said underground utilities in the described easements.

d. **Spellmans** hereby fully reserve all rights and privileges to use the attached Exhibit "1" described utility easement lands for any and all purposes which will not materially or unreasonably interfere with **Vineyard's** full enjoyment of the two utility easements described herein and the rights hereby granted.

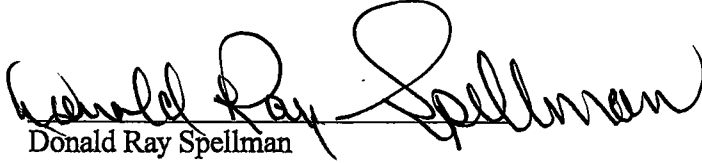
e. This Easement Agreement shall be governed at all times by the laws of the State of Wyoming.


f. This Easement Agreement shall be and remain fully binding upon all of the parties' respective heirs, successors and assigns.

g. **Spellmans** do hereby release and waive all rights under and by virtue of the homestead exemption laws of the State of Wyoming with respect to this Easement Agreement and the rights its grants unto **Vineyard** and **Vineyard's** successors and assigns.

DATED this 2 day of November, 2018.

Grantors:


Donald Ray Spellman


Kathleen Spellman

Grantee:


VINEYARD CATTLE COMPANY, LLC
a Wyoming limited liability company

By:  - MANAGING MEMBER
Toby Vineyard – Managing Member

STATE OF WYOMING)
 : ss
County of Sheridan)

The above and foregoing Utility Easement Agreement was executed and acknowledged before me this 2 day of November, 2018, by Donald Ray Spellman and Kathleen Spellman, husband and wife.

Witness my hand and official seal.


Notary Public

My commission expires: 4/10/22



STATE OF WYOMING)
 : ss
County of Sheridan)

The above and foregoing Utility Easement Agreement was executed and acknowledged before me this 24th day of October, 2018, by Toby Vineyard in his authorized capacity as the managing member of and for Vineyard Cattle Company, LLC, a Wyoming limited liability company.

Witness my hand and official seal.


Notary Public

My commission expires: 10/14/2021

