


Filed for Record at Request of:

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**2026-806332** 3/30/2026 11:34 AM PAGE: 1 OF 8  
FEES: \$33.00 PK EASEMENT  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

**EXCLUSIVE UTILITY EASEMENT AGREEMENT**

This Exclusive Utility Easement Agreement (“Agreement”) is made between Cynthia R. Hoover, as Trustee for the Cynthia R. Hoover Trust, dated March 26, 2015 (“Grantor”) and Larry G. Hoover, as governing Co-Trustee for the Geraldine T. Hoover Family Trust, dated September 10, 1990, and as the Sole Trustee for the Larry G. Hoover Family Trust, dated September 10, 1990 (both “Grantee”).

**RECITALS:**

1. Grantor and Grantee are the owners in fee simple of real property legally described in Exhibit A.
2. Grantor wishes to grant, and Grantee wishes to receive an exclusive, permanent, and perpetual easement over, under, on and across the portions of Grantor’s property hereinafter referred to as the “Easement Area”. A description and depiction of the Easement Area are set forth and incorporated by Exhibits B and C, respectively.

NOW THEREFORE, in consideration of the mutual terms and covenants herein, along with other valuable consideration, the sufficiency and receipt of which are hereby acknowledged and accepted, the parties further agree as follows:

1. **INTENT AND PURPOSE.** The intent and purpose of this Agreement is to forever burden the Easement Area and grant the associated rights to the full extent described below.
2. **GRANT OF EASEMENT.** Grantor hereby grants Grantee an exclusive, permanent, and perpetual easement over, under, on and across the portion of Grantor’s property identified as the Easement Area for utility use by Grantee. To protect Grantee’s rights hereunder, Grantor, including but not limited to its heirs, successors, assigns, licensees, invitees, tenants, employees, personal representatives, and legal representatives, are hereby prohibited from constructing any improvement or structure within the Easement Area that would unreasonably interfere with Grantee’s use of Easement Area.
3. **MAINTENANCE.** All costs of maintaining, repairing, improving, or otherwise connected with the Easement Area shall be borne by the Grantee. Notwithstanding any of the

foregoing, if the Grantor, or and including but not limited to its heirs, assigns, licensees, invitees, successors, tenants, employees, personal representatives, and legal representatives, cause any damage to the Easement Area, then Grantor shall be solely responsible for all costs of necessary repairs to restore the Easement Area to at least as good of condition as existed before the damage necessitating the repairs. Similarly, if the Grantee, or and including but not limited to its heirs, assigns, licensees, invitees, successors, tenants, employees, personal representatives, and legal representatives must repair the utilities within the Easement Area, then Grantee shall be solely responsible for all costs of restoring the Easement Area to at least as good of condition as existed before the damage necessitating the repairs. All of these costs shall be due and payable at the time of such work, and, if not paid within thirty (30) days of written notification being mailed to the physical address, or such other address previously agreed by the respective parties, shall become an enforceable lien against the title to property of a responsible party that fails to make such repairs within a reasonable time with interest accruing thereon at the rate of 12% per year.

4. **RUNNING OF BENEFITS AND BURDENS.** All provisions of this Agreement, including the benefits and burdens, run with the land, and are binding upon and inure to the benefit and or burden of the parties, including but not limited to their heirs, assigns, licensees, invitees, successors, tenants, employees, personal representatives, and legal representatives. This easement shall always be considered and is hereby deemed appurtenant to Grantee's property.

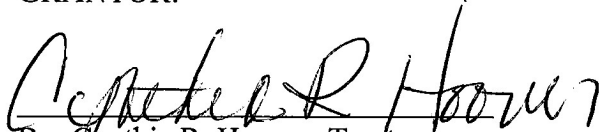
5. **ATTORNEY'S FEES AND COSTS.** In any action, proceeding, or arbitration between the parties to this Agreement arising out of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs from the non-prevailing party, including on appeal. Any such action shall be brought in Sheridan County, Wyoming.

6. **EXECUTION OF ANY AND ALL NECESSARY DOCUMENTS.** The parties agree to execute all necessary documents to accomplish the intent and purpose of this Agreement.

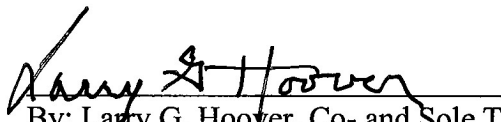
*[Signatures on next page.]*

IN WITNESS WHEREOF the parties have executed this Agreement this 17<sup>th</sup> day of October, 2025.

GRANTOR:

  
By: Cynthia R. Hoover, Trustee

GRANTEE:

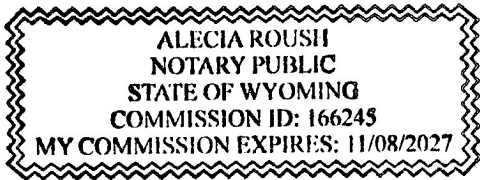
  
By: Larry G. Hoover, Co- and Sole Trustee



STATE OF WYOMING )  
 ) ss:  
COUNTY OF SHERIDAN )

I certify that I know or have satisfactory evidence that Cynthia R. Hoover is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument as the Trustee of the Cynthia R. Hoover Trust dated March 26, 2015, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED THIS 17<sup>th</sup> day of October 2025.

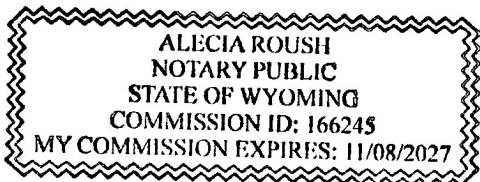


Alecia Roush  
Notary Public in and for the state of Wyoming  
Residing at: CVL - 247 Coffeen Ave, Sheridan, WY 82801  
My commission expires: 11/08/2027

STATE OF WYOMING )  
 ) ss:  
COUNTY OF SHERIDAN )

I certify that I know or have satisfactory evidence that that Larry G. Hoover is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument as the governing Co-Trustee of the Geraldine T. Hoover Family Trust dated September 10, 1990, and as the Trustee of the Larry G. Hoover Family Trust dated September 10, 1990, to be the free and voluntary act of such parties for the uses and purposes mentioned in the instrument.

DATED THIS 17<sup>th</sup> day of October 2025.



Alecia Roush  
Notary Public in and for the state of Wyoming  
Residing at: CVL - 247 Coffeen Ave, Sheridan, WY 82801  
My commission expires: 11/08/2027



EXHIBIT A  
(Legal Descriptions)

GRANTOR'S PROPERTY:

A tract of land located in the E $\frac{1}{2}$ SE $\frac{1}{4}$  of Section 25, Township 57 North, Range 86 West of the Sixth Principal Meridian, Sheridan County, Wyoming, being more particularly described as follows:

Beginning at the southeast corner of said Section 25; thence N11°05'34W, 1,062.08 feet; thence N2°59'43"W, 643.91 feet to the centerline of a road easement; thence along said centerline the following courses: S76°14'44"W, 293.73 feet; thence N75°41'03"W, 230.83 feet; thence N52°13'55"W, 92.96 feet; thence leaving said road centerline S86°16'11"W, 22.53 feet to the southerly line of a 5 acre tract; thence along the southerly line of said 5 acre tract the following courses: S86°16'11æW, 451.20 feet; thence S4°24'54"E, 399.41 feet; thence N63°46'38"W, 50.16 feet to the westerly line of said E $\frac{1}{2}$ SE $\frac{1}{4}$  of Section 25; thence leaving said 5 acre tract boundary along said westerly line, S0°57'59æE, 1,328.59 feet to the southwest corner of said E $\frac{1}{2}$ SE $\frac{1}{4}$  of Section 25; thence along the southerly line of said E $\frac{1}{2}$ SE $\frac{1}{4}$  of Section 25, S88°25'27"E, 1,288.80 feet to the point of beginning.

GRANTEE'S PROPERTY:

That portion of the W $\frac{1}{2}$ SW $\frac{1}{4}$  of Section 30, Township 57 North, Range 85 West; and the E $\frac{1}{2}$ SE $\frac{1}{4}$  of Section 25, Township 57 North, Range 86 West, 6th P.M., Sheridan County, Wyoming, lying south of the following described line: Beginning at a point on the center line of the Wolf Creek County Road, said point being North 29°24'59" West, 2779.65 feet from the southeast corner of said Section 25; thence along the centerline of an access road South 63°13'02" East, 108.77 feet to a point, thence along said center line South 39°28'39" East, 539.53 feet to a point; thence along said center line South 29°08'42" East, 209.43 feet to a point; thence along said centerline South 52°15'55" East, 93.84 feet to a point; thence along said centerline South 75°41'03" East, 230.83 feet to a point; thence along said centerline North 76°14'44" East, 367.59 feet to a point; thence along said centerline North 85°37'53" East, 376.52 feet to a point; thence along said centerline South 88°34'01" East, 470.14 feet to a point; thence leaving said centerline South 01°52'12" West, 400.52 feet to a point; thence South 33°24'16" West, 61.33 feet to a point thence South 66°36'07" East, 378.46 feet to a point;



thence North 68°18'54" East, 98.97 feet to a point; thence North 83°34'53" East, 249.72 feet more or less to a fence corner on the approximate east line of the said SW¼SW¼ of Section 30, said point being North 47°04'42" East, 1799.62 feet from the southwest corner of said Section 30.

EXCEPTING THEREFROM that certain parcel conveyed to Cynthia R. Hoover in Quitclaim Deed, Recorded September 6, 2005, in Book 467, Page 129.

And

EXCEPTING THEREFROM that certain parcel conveyed to Cynthia R. Hoover in Deed, Recorded September 6, 2005, in Book 467, Page 131.



**EXHIBIT "G"**

SE1/4SE1/4, SECTION 25, T.57N., R.86W., 6TH P.M.  
 SHERIDAN COUNTY, WYOMING

A TWENTY-FOOT-WIDE STRIP OF LAND DESIGNATED AS AN UTILITY EASEMENT SITUATED WITHIN THE SE1/4SE1/4 OF SECTION 25, TOWNSHIP 57 NORTH, RANGE 86 WEST, 6<sup>TH</sup> P.M., SHERIDAN COUNTY, WYOMING, SAID EASEMENT BEING LOCATED WITHIN THE PARCEL OF LAND DESCRIBED IN THE QUITCLAIM DEED RECORDED IN BOOK 552, PAGE 507 AT THE OFFICE OF THE CLERK OF SHERIDAN COUNTY, WYOMING, RECEPTION NO. 2015-718513. SAID STRIP OF LAND BEING TEN FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 25, MONUMENTED BY AN ALUMINUM CAPPED REBAR;


THENCE N50°41'53"W, 1675.65 TO THE WESTERLY LINE OF THE E1/2SE1/4, SAID LINE BEING COINCIDENT WITH THE WESTERLY BOUNDARY LINE OF THE SAID PARCEL OF LAND DESCRIBED IN QUITCLAIM DEED RECORDED IN BOOK 552, PAGE 507, SAID POINT BEING THE POINT OF BEGINNING OF THE LEGAL DESCRIPTION OF LAND DESCRIBED HEREIN;

THENCE S85°00'08"E, 76.42 FEET;

THENCE N88°47'53"E, 1014.01 FEET TO THE POINT OF TERMINUS OF THIS CENTERLINE DESCRIPTION, SAID POINT BEING LOCATED ON THE EASTERLY BOUNDARY LINE OF SAID PARCEL OF LAND DESCRIBED IN QUITCLAIM DEED RECORDED IN BOOK 552, PAGE 507, WHENCE THE SOUTHEAST CORNER OF SECTION 25 BEARS S10°52'32"E, 1095.66 FEET.

THE SIDELINES OF SAID STRIP OF LAND SHALL BE PROLONGED OR SHORTENED SO AS TO BEGIN ON THE WESTERLY LINE OF SAID PARCEL OF LAND DESCRIBED IN QUITCLAIM DEED RECORDED IN BOOK 552, PAGE 507 AND TO TERMINATE AT THE EASTERLY LINE OF THE PARCEL OF LAND HEREINBEFORE DESCRIBED.

THE ABOVE-DESCRIBED STRIP OF LAND CONTAINS 0.50 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY OTHER RIGHTS-OF-WAY AND/OR EASEMENTS, RESERVATIONS AND ENCUMBRANCES WHICH HAVE BEEN LEGALLY ACQUIRED.

<b>WOLF CREEK DUE DILIGENCE          UTILITY DESCRIPTION</b>	<small>PREPARED FOR</small> <b>SHROPSHIRE          LAW FIRM, P.L.L.C.</b>	<small>1223 COMMERCIAL STREET          BELLINGHAM, WA 98225</small>	<small>DESIGNED BY: JBC          DRAWN BY: CBJ          CHECKED BY: JTY          DATE: 4/22/2025</small>
	<small>PREPARED BY</small>  <b>WWCENGINEERING</b>	<small>1840 TERRA AVE.          SHERIDAN, WY 82801          (307) 672-6781          www.wwceng.com</small>	<small>SHEET</small> <b>2</b>

