



2023-786213 6/21/2023 8:49 AM PAGE: 1 OF 4
FEES: \$21.00 PK EASEMENT
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

UTILITY EASEMENT

THIS UTILITY EASEMENT ("Easement") is made this 21st day of June, 2023, by Peter G. Pelissier and Catherine M. Pelissier (jointly "Pelissier").

WHEREAS, Pelissier are the owners of two adjoining tracts of land identified as Tract 1 and Tract 2 on the attached **Exhibit A** (20 foot easement);

WHEREAS, the two tracks of land were recently revised and recorded with the Sheridan County Clerk's office for public record and are identified herein in **Exhibit B** (Tract legals), attached hereto and fully incorporated;

WHEREAS, Pelissier desires to set forth a 20-foot-wide utility easement across Tract 1 to allow utilities to be maintained and installed for the benefit of Tract 2 as the two parcels may be sold in the future and utility access is required for the sale;

WHEREAS, Pelissier hereby grants and conveys to any future owner of interest in Tract 2 a perpetual non-exclusive easement for any and all types of utility infrastructure and related facilities, and for all utility purposes, including without limitation water, electrical, telecommunication that are now or may be placed by either party or its agents over, under, upon and across the Property, subject to the terms and conditions contained herein, which easement area is legally described as set forth in **Exhibit A**, thereby creating a 20 foot easement on Tract 1 (the "Easement Area").

NOW THEREFORE, in consideration of Ten Dollars (\$10.00), the recitals set forth above, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Grant of Easement.** Pelissier hereby grants and conveys to themselves and any future owner of Tract 2, a perpetual, non-exclusive easement over, under and across the Easement Area, for access, construction, operations, maintenance, repair, replacement, improvement, removal and enlargement of its utilities.

2. **Access.** The owner of Tract 2 shall have the right of access to the Easement Area over and across the Easement Area to access the Easement Area to enable the owner of Tract 2 to exercise its rights hereunder, provided that in the event of such access, the owner of Tract 2 using the easement shall reasonably restore any areas of the Property outside and within the Easement Area materially disturbed by accessing Party to a condition reasonably similar to the conditions of the Property as it existed prior to the use of the Property outside of the Easement Area.

3. **Obstructions – Removal /No Interference.**

No Interference/Obstruction to Party's Use of Easement Area. Pelissier and their representatives, employees, agents, contractors, licensees and/or guests shall not interfere with the Owners of Tract 2's use of the Easement Area, including the facilities located thereon.

4. **Indemnification.**

4.1 To the extent permitted by law, the owner of Tract 2 shall assume any and all responsibility and liability for acts of the accessing Party's employees, agents, guests, contractors or any authorized persons working within the Easement Area on the utilities as maintained within the Easement Area. To the extent permitted by law, the owners of Tract 2 agree to indemnify, hold the owner of Tract 1 harmless, and defend against any and all loss, claim, or liability incurred as a result of the acts, omissions, negligence of the accessing Party's employees, agents, licensees, contractors, and/or guests, and/or the accessing Party's construction, operation, maintenance, repair, replacement and use of its utility lines and systems within the Easement Area, except for

such losses, claims, or liabilities incurred as a result of the sole negligence of the non-accessing Party.

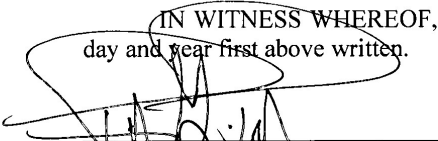
5. Binding Effect. This Easement, and all rights associated therewith, and the covenants shall be perpetual in existence and shall be perpetual in duration and considered and construed as covenants running with the land as a burden on both Tract 1 and Tract 2, and shall be binding upon and inure and extend to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

6. Litigation. If, by reason of any default or breach on the part of any party to this easement in the performance of any of the provisions of this Easement, a legal action is instituted, the losing party agrees to pay all reasonable costs and attorneys' fees in connection therewith. It is agreed that the sole venue of any legal action brought under any dispute related to the conveyances and rights herein granted, including without limitation the terms of this Easement, shall be in Sheridan County, Wyoming.

7. Amendments. Except as otherwise set forth herein, this Easement may not be modified, amended or terminated except by the written agreement of all parties.

8. Entire Agreement. This Easement contains the entire understanding between the parties hereto with respect to the subject matter hereof and supersedes and replaces all written and oral agreements previously made or existing with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties have set their hands and signed this Easement the day and year first above written.


Peter G. Pelissier


Catherine M. Pelissier

STATE OF WY)
) ss.
COUNTY OF SHERIDAN)

On this 19th day of June, 2023, before me personally appeared Peter G. Pelissier and Catherine M. Pelissier, who, being by me duly sworn, did acknowledge this instrument and stated it to be their free act and deed.

Witness my hand and official seal:

My commission expires: 1/22/2029



Notary Public

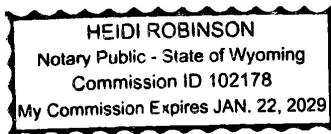


EXHIBIT A

TRACT 1
APPARENT OWNER:
PETER G. & CATHERINE M. PELISSIER
WARRANTY DEED
BOOK 463 PAGE 175

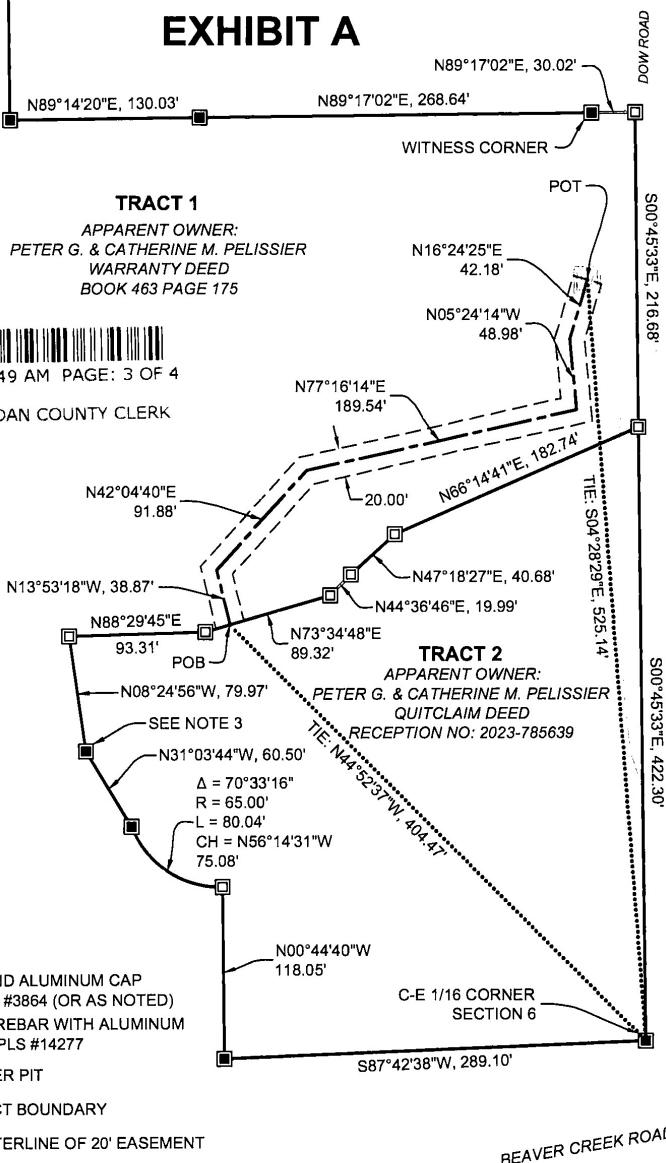
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0 25' 50'
SCALE: 1" = 50'

LEGEND

- FOUND ALUMINUM CAP
PELS #3864 (OR AS NOTED)
- SET REBAR WITH ALUMINUM
CAP PLS #14277
- METER PIT
- TRACT BOUNDARY
- CENTERLINE OF 20' EASEMENT



DESCRIPTION

A UTILITY EASEMENT BEING A STRIP OF LAND TWENTY (20) FEET WIDE, TEN (10) FEET EITHER SIDE OF FOLLOWING DESCRIBED CENTERLINE, LOCATED IN THE SW1/4NE1/4 OF SECTION 6, TOWNSHIP 54 NORTH, RANGE 84 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SHERIDAN COUNTY, WYOMING AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER-EAST SIXTEENTH CORNER OF SECTION 6, MONUMENTED BY AN ALUMINUM CAP PELS #3864; THENCE N44°52'37"W A DISTANCE OF 404.47 FEET TO A POINT ON THE NORTHERLY LINE OF TRACT 2, ALSO BEING THE POINT OF BEGINNING OF SAID EASEMENT; THENCE ALONG SAID CENTERLINE N13°53'18"W A DISTANCE OF 38.87 FEET TO A POINT; THENCE N42°04'40"E A DISTANCE OF 91.88 FEET TO A POINT; THENCE N77°16'14"E A DISTANCE OF 189.54 FEET TO A POINT; THENCE N05°24'14"W A DISTANCE OF 48.98 FEET TO A POINT; THENCE N16°24'25"E A DISTANCE OF 42.18 FEET TO A METER PIT, ALSO BEING THE POINT OF TERMINUS OF SAID EASEMENT, FROM WHICH THE CENTER-EAST SIXTEENTH CORNER OF SECTION 6 BEARS S04°28'29"E A DISTANCE OF 525.14 FEET.

SAID UTILITY EASEMENT CONTAINS 0.19 ACRE, MORE OR LESS, AND IS SUBJECT TO ANY PREVIOUS EASEMENTS, AGREEMENTS, CONVEYANCES, AND SURVEYS.

NOTES

1. BASIS OF BEARING: NAD83 WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE
2. DISTANCES: U.S. SURVEY FOOT (GROUND)
3. MAGNETIC LOCATE IN ASPHALT AT RECORD POSITION. DID NOT DIG HOLE IN ASPHALT TO VERIFY MONUMENT OR ESTABLISH MONUMENT AT THE REQUEST OF THE PROPERTY OWNER.
4. SEE RECORD OF SURVEY A NO: 701 FOR BOUNDARY LINE ADJUSTMENT.

CERTIFICATE OF SURVEYOR

THIS IS TO CERTIFY THAT THE ABOVE PLAT WAS PREPARED FROM FIELD NOTES OF ACTUAL SURVEYS MADE BY ME OR UNDER MY SUPERVISION AND THAT THE SAME ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



EXHIBIT A
20' UTILITY EASEMENT
LOCATED IN THE SW1/4NE1/4, SECTION 6 T.54N. R.84W.
SHERIDAN COUNTY, WYOMING

WWCENGINEERING
1849 TERRA AVENUE
SHERIDAN, WY 82801
TEL. (307) 672-0761
www.wwcengineering.com

UTILITY EASEMENT
PAGE 1 OF 1

DRAWN BY: DCJ CHECKED BY: DCC APPROVED BY: DRT DATE: 6/15/23

K:\SHERIDAN\PELISSIER, PETER\2022560 BEAVER CREEK MINOR SUBDIVISION\05CDS\05SHEETS\22560_EASEMENT.DWG

Exhibit B

TRACT 1

A TRACT OF LAND SITUATED IN THE SW1/4NE1/4 OF SECTION 6, TOWNSHIP 54 NORTH, RANGE 84 WEST OF THE 6TH P.M., SHERIDAN COUNTY, WYOMING, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN ALUMINUM CAP PELS 3864 MONUMENTING THE SOUTHEAST CORNER OF SAID SW1/4NE1/4 OF SAID SECTION 6, THENCE S87°42'38"W, A DISTANCE OF 289.10 FEET TO AN ALUMINUM CAP PELS 3864, ALSO BEING THE POINT OF BEGINNING; THENCE S87°42'13"W, A DISTANCE OF 462.31 FEET TO AN ALUMINUM CAP PELS 3864; THENCE N00°45'30"W, A DISTANCE OF 1173.31 FEET TO AN ALUMINUM CAP PLS 5369; THENCE N89°52'39"E, A DISTANCE OF 322.59 FEET TO AN ALUMINUM CAP PELS 3864; THENCE S00°44'38"E, A DISTANCE OF 510.40 FEET TO AN ALUMINUM CAP PELS 3864; THENCE N89°14'20"E, A DISTANCE OF 130.03 FEET TO AN ALUMINUM CAP PELS 3864; THENCE N89°17'02"E, A DISTANCE OF 298.66 FEET TO AN ALUMINUM CAP PLS 14277; THENCE S00°45'33"E, A DISTANCE OF 216.68 FEET TO AN ALUMINUM CAP PLS 14277; THENCE S66°14'41"W, A DISTANCE OF 182.74 FEET TO AN ALUMINUM CAP PLS 14277; THENCE S47°18'27"W, A DISTANCE OF 40.68 FEET TO AN ALUMINUM CAP PLS 14277; THENCE S44°36'46"W, A DISTANCE OF 19.99 FEET TO AN ALUMINUM CAP PLS 14277; THENCE S73°34'48"W, A DISTANCE OF 89.32 FEET TO AN ALUMINUM CAP PLS 14277; THENCE S88°29'45"W, A DISTANCE OF 93.31 FEET TO AN ALUMINUM CAP PLS 14277; THENCE S08°24'56"E, A DISTANCE OF 79.97 FEET TO A POINT; THENCE S31°03'44"E, A DISTANCE OF 60.50 FEET TO AN ALUMINUM CAP PELS 3864; THENCE THROUGH A CURVE TO THE LEFT, HAVING A RADIUS OF 65.00 FEET, A CENTRAL ANGLE OF 70°33'16", AN ARC LENGTH OF 80.04 FEET, A CHORD BEARING OF S56°14'31"E, AND A CHORD LENGTH OF 75.08 FEET TO AN ALUMINUM CAP PLS 14277; THENCE S00°44'40"E, A DISTANCE OF 118.05 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINING 12.29 ACRES OF LAND, MORE OR LESS.

TRACT 2

A TRACT OF LAND SITUATED IN THE SW1/4NE1/4 OF SECTION 6, TOWNSHIP 54 NORTH, RANGE 84 WEST OF THE 6TH P.M., SHERIDAN COUNTY, WYOMING, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN ALUMINUM CAP PELS 3864 MONUMENTING THE SOUTHEAST CORNER OF SAID SW1/4NE1/4 OF SAID SECTION 6, THENCE S87°42'38"W, A DISTANCE OF 289.10 FEET TO AN ALUMINUM CAP PELS 3864; THENCE N00°44'40"W, A DISTANCE OF 118.05 FEET TO AN ALUMINUM CAP PLS 14277; THENCE THROUGH A CURVE TO THE RIGHT, HAVING A RADIUS OF 65.00 FEET, A CENTRAL ANGLE OF 70°33'16", AN ARC LENGTH OF 80.04 FEET, A CHORD BEARING OF N56°14'31"W, AND A CHORD LENGTH OF 75.08 FEET TO AN ALUMINUM CAP PELS 3864; THENCE N31°03'44"W, A DISTANCE OF 60.50 FEET TO A POINT; THENCE N08°24'56"W, A DISTANCE OF 79.97 FEET TO AN ALUMINUM CAP PLS 14277; THENCE N88°29'45"E, A DISTANCE OF 93.31 FEET TO AN ALUMINUM CAP PLS 14277; THENCE N73°34'48"E, A DISTANCE OF 89.32 FEET TO AN ALUMINUM CAP PLS 14277; THENCE N44°36'46"E, A DISTANCE OF 19.99 FEET TO AN ALUMINUM CAP PLS 14277; THENCE N47°18'27"E, A DISTANCE OF 40.68 FEET TO AN ALUMINUM CAP PLS 14277; THENCE N66°14'41"E, A DISTANCE OF 182.74 FEET TO AN ALUMINUM CAP PLS 14277; THENCE S00°45'33"E, A DISTANCE OF 422.30 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINING 2.70 ACRES OF LAND, MORE OR LESS.

NO. 2023-786213 EASEMENT

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
WWC ENGINEERING 1849 TERRA AVE
SHERIDAN WY 82801