

## UTILITY EASEMENT AND RIGHT-OF-WAY

THIS UTILITY EASEMENT AND RIGHT-OF-WAY ("Easement") is made this 1<sup>st</sup> day of July, 2022, by and between Hartland Enterprises, LLC, a Wyoming limited liability company and Scott Gerber and Ayme Ahrens, husband and wife, as tenants by the entirety with rights of survivorship (collectively "Grantor") and Utility companies and all public utilities of the City of Sheridan (collectively "Grantee").

WHEREAS, Grantor is the owner of certain real property located in the NW/4SW/4 of Section 35, T56N, R84W of the Sixth Principal Meridian, Sheridan County, Wyoming and legally described as:

A tract of land situated in the NW/4SW/4 of Section 35, Township 56 North, Range 84 West of the 6<sup>th</sup> P.M., described as follows:

Beginning at a point which is South 27°27' East, 1494.5 feet from the West quarter corner of said Section 35; thence North 2°41' East 243 feet, more or less, to the center of the channel of Little Goose Creek; thence Easterly along the center of the channel of Little Goose Creek to a point which is also located in the center of the channel of Little Goose Creek and is directly North of a point which is 207.8 feet East of the point of beginning; thence North 45 feet; thence East 55 feet; thence South 0°11' West 297 feet; thence South 89°39' West 262.8 feet to the point of beginning.

("Grantor's Property");

WHEREAS, for an in consideration of a non-monetary exchange of promises between Grantor and Grantee and other non-monetary consideration, receipt of which is hereby acknowledged, Grantor hereby grants and conveys to Grantee a perpetual non-exclusive easement for any and all types of utility infrastructure and related facilities, and for all utility purposes, including without limitation electrical, water, telecommunication, fuels, sewer, etc that are now or may be placed by Grantee or Grantee agents over, under, upon and across the Property, subject to the terms and conditions contained herein, which easement area is legally described in Exhibit A, attached hereto (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.** Grantor hereby grants and conveys to the Grantee a perpetual, non-exclusive easement over, under and across the Easement Area, for Grantee to access, construct, operate, maintain, repair, replace, improve, extend, remove and enlarge its utilities, including without limitation, any and all types of utility infrastructure and purposes (including without limitation electrical, water, telecommunications, fuels, sewer, etc.) that may be owned and/or operated by the Grantee or Grantee's agents. Nothing herein limits or restricts the Grantee from constructing such additional facilities and/or improvements, and maintaining the same as it may require for each such utility system located within the Easement Area.

2. **Access.** Grantee shall have the right of access to the Easement Area over and across the Property at a location as determined by the Grantee to be reasonably necessary to access the Easement Area to enable Grantee to exercise its rights hereunder, provided that in the event of such access, Grantee shall reasonably restore any areas of the Property outside of the Easement Area materially disturbed by Grantee 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.**

3.1 **No Obstruction in Easement Area/No Hazard-Blasting activities adjacent to Easement Area.** Grantor shall not construct or maintain any buildings, structures or other objects on the Easement Area. Additionally, any uses of the Property adjacent to the Easement Area shall not endanger or interfere with Grantee's use of the Easement Area for the purposes set forth herein.

3.2 **Obstruction Removal.** Without limiting any right of the Grantee, Grantee shall have the right to remove any obstruction within the Easement Area that interferes with the Grantee's use and enjoyment of the Easement Area, including without limitation, the right to cut, clear, remove and dispose of brush, trees, or other obstructions in the Easement Area, and the right to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees, other vegetation and fire hazards in the Easement Area.

3.2.1 **Trees Outside the Easement Area.** Grantee shall also have the present and future right to cut, trim, top, limb, fell, remove and dispose of any growing trees, dead trees or snags located on Grantor's Property adjacent to the Easement Area, which could, in Grantee's sole judgment, interfere with or create a hazard to Grantee's utility systems (collectively called "danger trees"). Except for emergencies, Grantee shall, prior to the exercise of such right, identify such trees and make a reasonable effort to give Grantor prior notice of at least five (5) business days that such trees will be cut, trimmed, removed or disposed of, provided that that Grantee shall have no obligation to provide prior notice to the Grantor for the removal, trimming, cutting or disposal of any tree in response to emergency conditions. Grantor shall be entitled to no compensation for trees or merchantable timber cut or cleared from areas inside or outside the Easement Area. Merchantable timber, if any, that has been identified by the Grantor prior to the Grantee's commencement of the cutting, removal or trimming of such timber will be left on Grantor's Property and placed in a reasonable location on Grantor's Property.

3.3 **No Interference/Obstruction to Grantee's Use of Easement Area.** Grantor and its representatives, employees, agents, contractors, licensees and/or guests shall not interfere with Grantee's use of the Easement Area, including the facilities located thereon. Grantor shall be solely liable for the costs of any repairs to any of Grantee's electrical facilities located within the Easement Area necessitated due to the actions of Grantor and/or its representatives, employees, agents, contractors, licensees and/or guests.

4. **Indemnification.**

4.1 To the extent permitted by law, Grantee shall assume any and all responsibility and liability for acts of Grantee'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, Grantee agrees to indemnify, hold the Grantor harmless, and defend against any and all loss, claim, or liability incurred as a result of the acts, omissions, negligence of the Grantee's employees, agents, licensees, contractors, and/or guests, and/or the Grantee'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 Grantor.

4.2 Grantor shall assume any and all responsibility and liability for acts of Grantor's employees, agents, contractors, guests, other easement beneficiaries and/or any persons working within or using the Easement Area or areas adjacent to or near the Easement Area, other than the Grantee and Grantee's employees, agents, licensees, contractors, and/or guests. To the extent permitted by law, Grantor agrees to indemnify, hold the Grantee harmless, and defend against any and all loss, claim or liability incurred by Grantee as a result of the acts, omissions, negligence of Grantor or the Grantor's employees, agents, licensees, contractors, and/or guests, and/or the Grantor's use of the Easement Area, except for such losses, claims, or liabilities incurred as a result of the sole negligence of the Grantee.

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 Grantor's Property, 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 either party 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. Assignment. The Grantee may not assign this Easement to a third party without the prior written consent of Grantor, which shall not be unreasonably withheld, conditioned or delayed.

9. 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.

10. Termination of Easement. This Easement shall automatically terminate upon the recording of a plat over the Easement Parcel setting forth the public utility easement.

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

**GRANTOR:**

  
\_\_\_\_\_  
Scott Gerber, Manager of Hartland Enterprises, LCC and individually

  
\_\_\_\_\_  
Ayme Ahrens

STATE OF Wyoming )  
COUNTY OF Sheridan ) ss.

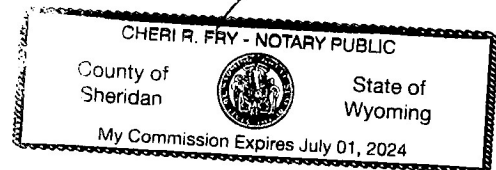
On this 1<sup>st</sup> day of July, 2022, before me personally appeared Scott Gerber as agent and Manager of Hartland Enterprises, LLC, as well as individually to me personally known, who, being by me duly sworn, did acknowledge this instrument and stated it to be his free act and deed.

Witness my hand and official seal:

My commission expires: July 1, 2024

Notary Public

  
\_\_\_\_\_  
Cheri R. Fry




STATE OF Wyoming )  
COUNTY OF Sheridan ) ss.

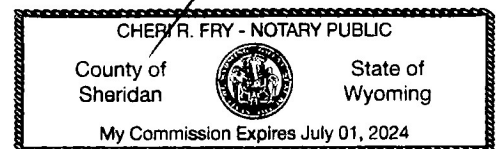
On this 1<sup>st</sup> day of July, 2022, before me personally appeared Ayme Ahrens, to me personally known, who, being by me duly sworn, did acknowledge this instrument and stated it to be her free act and deed.

Witness my hand and official seal:

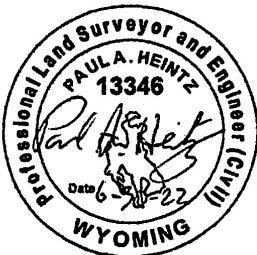
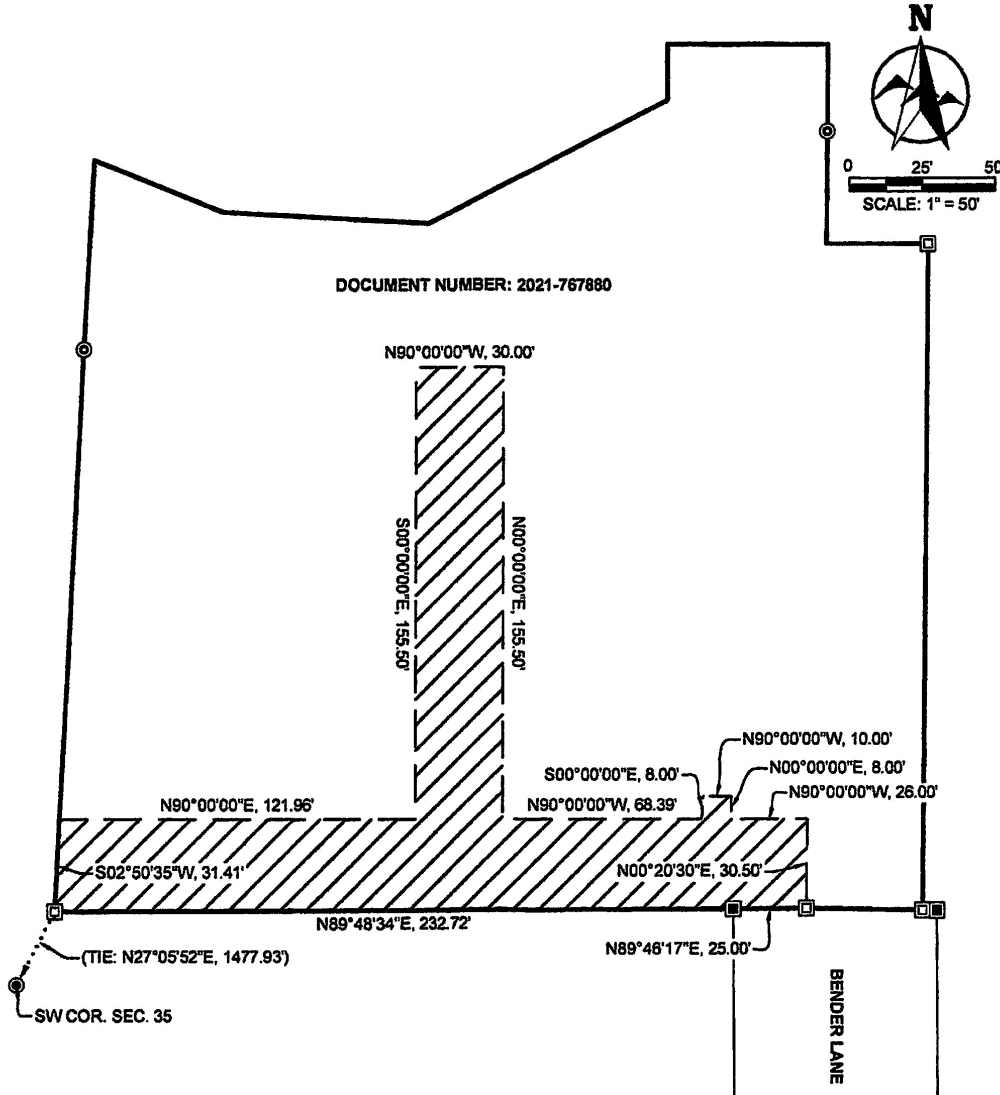
My commission expires: July 1, 2024

Notary Public

  
\_\_\_\_\_  
Cheri R. Fry



**EXHIBIT**  
TO ACCOMPANY  
**DESCRIPTION OF A TRACT OF LAND**  
SITUATED IN THE  
**NW1/4SW1/4 OF SECTION 35, T56N, R84W**  
OF THE  
**SIXTH PRINCIPAL MERIDIAN**  
**SHERIDAN COUNTY, WYOMING**  
TO BE  
**DEDICATED AS AN UTILITY EASEMENT**  
FOR THE  
**CITY OF SHERIDAN, WYOMING**



**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.

**LEGEND**

- RECOVERED ALUMINUM CAP
- SET REBAR WITH ALUMINUM CAP PLS #13346
- BRASS CAP
- SET W.C. = WITNESS CORNER
- SUBDIVISION BOUNDARY
- PROPOSED EASEMENT

PREPARED BY



1849 TERRA AVE.  
SHERIDAN, WY 82801  
(307) 672-0761

[www.wwcengineers.com](http://www.wwcengineers.com)

**NO. 2022-779829 EASEMENT**

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK  
NOCOAST LLC P O BOX 7183  
SHERIDAN WY 82801