

UTILITY EASEMENT AND RIGHT-OF-WAY

THIS UTILITY EASEMENT AND RIGHT-OF-WAY ("Easement") is made this 16 day of September, 2021, by and between JW, LLC, a Wyoming limited liability company with an address of 4 Deer Haven Drive, Sheridan, Wyoming 82801 (collectively "Grantor") and June Eisele Warren, Trustee of the June Eisele Warren Revocable Living Trust, dated June 20, 2004 (collectively "Grantee").

WHEREAS, Grantor is the owner of certain real property located in Section 11 and Section 12 of Township 55 N, Range 84 West of Sheridan County, Wyoming and legally described as:

See **Exhibit A** – attached hereto and fully incorporated

("Grantor's Property");

WHEREAS, Grantee is owner of certain real property which is due South of the Grantor's Property and specifically known as

A tract of land situated in the NE/4 of Section 11 and the W/2 of Section 12, Township 55 North, Range 84 West of the 6th P.M., Sheridan County Wyoming more specifically set forth in **Exhibit B**.

("Grantee's Property"); and

WHEREAS, Grantor is willing to grant to Grantee the following easement and Grantee is desirous of obtaining such easement to allow Utility Companies which are defined as providers of utilities including natural gas, communication and electrical utilities.

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.** Subject to the terms set forth herein, Grantor hereby grants and conveys unto Grantee and any of its agents and Utility Companies, including but not limited to Montana Dakota Utilities, a utility easement and right-of-way across the Easement Parcel, being a portion of Grantor's Property, for the purposes of placing, constructing, installing, inspecting, improving, operating, reconstructing, repairing, maintaining, replacing, relocating, changing the configuration of, modifying in size, number, operating capacity or otherwise and removing utilities and utility services (including but not limited to electric distribution and data communications) and any and all related equipment, variable numbers of wires, lines, cables, surface mounted equipment, meters, conduits, manholes, vaults, transformers, switches, and sectionalizing devices) as they now exist or shall be hereinafter installed, including all appurtenances, attachments, and related acts deemed by the Utility Company to be necessary and/or desirable for its operations, over, under, across and upon the Easement Parcel as shown on **Exhibit "C"**, attached hereto and made a part herein which contains the easement legal description.

2. **RESERVATION OF RIGHTS.** Grantor reserves unto itself all rights in the Easement Parcel for any purpose or purposes that do not interfere with the use of the easement granted herein, and to

create and grant such other easements, rights and privileges in, on, under, or across the Easement Parcel as consistent with this easement.

3. Grantee or Utility Company (and its designees) is hereby granted as part of the Easement, (a) the right of pedestrian and vehicular ingress and egress over, across and upon said land for the purpose of placing, constructing, installing, inspecting, improving, operating, reconstructing, repairing, maintaining, replacing, relocating, changing the configuration of, modifying in size, number, operating capacity or otherwise and removing the said utility(ies) and/or utility service(s) and related equipment, devices, appliances, and other property, as well as reading any meter and performing any act related to the utility(ies) and/or the utility service(s); (b) the right (but not the obligation) to relocate said utility(ies), utility service(s) and related equipment, devices, appliances and other property in the same relative position to any adjacent road, if the same is widened in the future; (c) the right (but not the obligation) to trim, remove, or chemically treat with herbicide any trees and other foliage located thereon which might, in the judgment of Utility Company, damage or interfere with the operation of any permitted utility(ies), utility service(s) or related equipment, device, appliance and/or other property or otherwise be preferable; and (d) the right (but not the obligation) to prevent the construction or placement within the Easement herein granted of any buildings, materials, structures or other obstructions which may, in the sole judgment of Utility Company, endanger or interfere with Utility Company's use of this Easement or the efficiency, safety or convenient operation of said utility(ies), utility service(s), or related equipment, devices, appliances and other property now or at any time in the future. This agreement, easement and right-of-way, together with all other provisions of this grant, shall constitute a covenant burdening the land and is an easement in gross for the benefit of all Utility Companies, their successors and assigns. Grantor further covenants that Grantor, Grantor's heirs, successors and assigns shall facilitate and assist Utility Companies in exercising its rights herein described.

4. **RECORDING.** This Easement and any amendments hereto shall be recorded in the Records Office of the Sheridan County Clerk.

5. **RUNNING OF BENEFITS AND BURDENS; SAVINGS CLAUSE.** All provisions of this Easement, including the benefits and burdens, are appurtenant to and run with the land and are binding upon and inure to the benefit of the successors and assigns of the parties hereto as well as all Utility Companies. This Easement constitutes the entire Easement between the parties relating to the above-described easement, maintenance rights and duties and costs of construction and repair. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Easement are of no force and effect. Any amendment to this Easement shall be of no force and effect unless it is in writing and signed by the parties hereto and properly recorded.

6. **DESCRIPTION OF EASEMENT PARCEL.** The parties hereby declare and agree that the Easement Parcel description contained herein is specifically described and sufficient to locate the Easement Parcel and that their successors and assigns shall not object to or contest the adequacy of the description of the Easement Parcel contained herein. In furtherance thereof, each party does for itself and its successors and assigns forever waive any objection, demand, claim, and cause of action related to the insufficiency or inadequacy of the legal description of the Easement Parcel.

IN WITNESS WHEREOF, the parties have executed this Easement as of the date and year first above written.

GRANTOR:

June Warren
June Warren, Manager of JW, LLC

STATE OF Wyoming)
COUNTY OF Sheridan) ss.

On this 16th day of September, 2021, before me personally appeared June Warren as agent and Manager of JW, LLC, to me personally known, who, being by me duly sworn, did acknowledge this instrument and stated it to be her free act and deed.

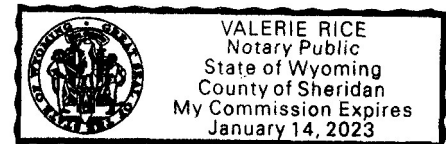
Witness my hand and official seal:

Valerie Rice

My commission expires:

January 14, 2023

Notary Public





2021-772545 9/20/2021 1:35 PM PAGE: 4 OF 7
FEES: \$30.00 PK EASEMENT
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

GRANTEE:

June Warren
June Warren, Trustee

STATE OF Wyoming)
COUNTY OF Sheridan) ss.

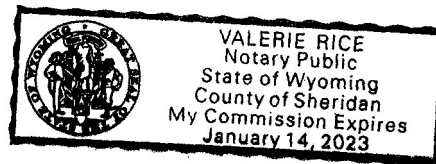
On this 16th day of September, 2021, before me personally appeared June Warren as Trustee of the June Eisele Warren Revocable Living Trust, dated June 20, 2004, to me personally known, who, being by me duly sworn, did acknowledge this instrument and stated it to be her free act and deed.

Witness my hand and official seal:

My commission expires:

January 14, 2023

Valerie Rice
Notary Public





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FEES: \$30.00 PK EASEMENT

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

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EXHIBIT "A"

A survey of a tract of land in the NE1/4NE1/4 of Section 11 and the NW1/4NW1/4 of Section 12, Township 55 North, Range 84 West of the 6th Principal Meridian, more particularly described as follows:

Commencing at the Northwest corner of said section 12; thence S75°41'14"E for a distance of 1381.32 feet, to the POINT OF BEGINNING; thence S01°35'36"E for a distance of 1242.57 feet; thence S88°24'24"W for a distance of 1810.86 feet, to a point on the east right-of-way line of Interstate 90; thence along said east right-of-way along a non-tangent curve to the right with a central angle of 14°03'52", a radius of 5529.58 feet, an arc length of 1357.36 feet and a chord bearing N14°44'11"W for a distance of 1353.95 feet; thence leaving said right-of-way, S89°32'09"E for a distance of 2120.09 feet, to the POINT OF BEGINNING, said tract contains 58.49 acres more or less.

Ex. A



EXHIBIT B

Commitment No.: 2-32702

SCHEDULE C

The land referred to in this commitment is situated in the State of Wyoming, County of Sheridan, and is described as follows:

A tract of land situated in the NW¼ of Section 11 and the W¼ of Section 12, Township 55 North, Range 84 West of the 6th P.M., Sheridan County, Wyoming; said tract being more particularly described as follows:

Commencing at the SE Corner of said Section 12; thence N.80°44'15" W., 3958.65 feet to the point of beginning, said point being on the Easterly right-of-way line of Interstate Highway I-90; thence N.32°31'04" W., 2662.05 feet along said Easterly right-of-way line to a point; thence along said Easterly right-of-way line through a curve to the right, having a radius of 5529.55 feet, a central angle of 24°36'25", an arc length of 2174.80 feet, a chord bearing N.20°00'38" W., and a chord length of 2356.55 feet to a point; thence S.89°32'29" E., 7921.99 feet to a point on the Westerly line of a tract of land described in Book 341 of Deeds, Page 144; thence S.89°32'29" E., 1327.09 feet along said Westerly line to a point; thence S.0°35'36" E., 4448.04 feet along said Westerly line to the point of beginning.

ALSO, an Access Easement as contained in Warranty Deed recorded May 7, 1992 in Book 350 of Deeds, Page 200.

ALSO, an Easement for a water line and other utilities as contained in Warranty Deed recorded May 7, 1992 in Book 350, page 200.

EX. B

EXHIBIT "C"

OF AN UNDERGROUND UTILITIES EASEMENT, BEING A THIRTY FOOT (30') WIDE STRIP OF LAND IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW¼NW¼) OF SECTION 12, TOWNSHIP 55 NORTH, RANGE 84 WEST, 6TH PRINCIPAL MERIDIAN, SHERIDAN COUNTY, WYOMING

LEGAL DESCRIPTION:

A THIRTY FOOT (30') WIDE UTILITIES EASEMENT LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW¼NW¼) OF SECTION 12, TOWNSHIP 55 NORTH, RANGE 84 WEST, 6TH PRINCIPAL MERIDIAN, SHERIDAN COUNTY, WYOMING LYING THIRTY (30') FEET NORTH AND EAST OF THE FOLLOWING DESCRIBED SUBJECT EASEMENT LINE:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 12; THENCE S 16°56'18" E, 1631.41 FEET TO THE POINT OF BEGINNING OF SAID SUBJECT EASEMENT LINE; THENCE S 01°35'43" E, 47.62 FEET TO THE SOUTH LINE OF A TRACT OF LAND DESCRIBED IN BOOK 499, PAGE 120 IN THE RECORDS OF THE SHERIDAN COUNTY CLERK; THENCE N 88°24'17" E, 400.65 FEET ALONG SAID SOUTH LINE TO THE POINT OF TERMINUS OF SAID SUBJECT EASEMENT LINE LYING S 20°10'06" W, 1337.63 FEET FROM THE NORTHEAST CORNER OF SAID TRACT OF LAND WHICH LIES S 75°41'10" E, 1381.19 FEET FROM SAID NORTHWEST CORNER.

SUBJECT EASEMENT CONTAINING AN AREA OF ±12600 SQUARE FEET, MORE OR LESS

SUBJECT TO PRIOR RECORDED EASEMENTS, EXCEPTIONS, RESERVATIONS, RESTRICTIONS, COVENANTS AND CONVEYANCES.

3-1/4"
 AC-PLS
 2615
 NW
 CORNER
 S.12

TRACT 1 (SERVIENT ESTATE)
 DESCRIBED IN BOOK 499, PAGE 120

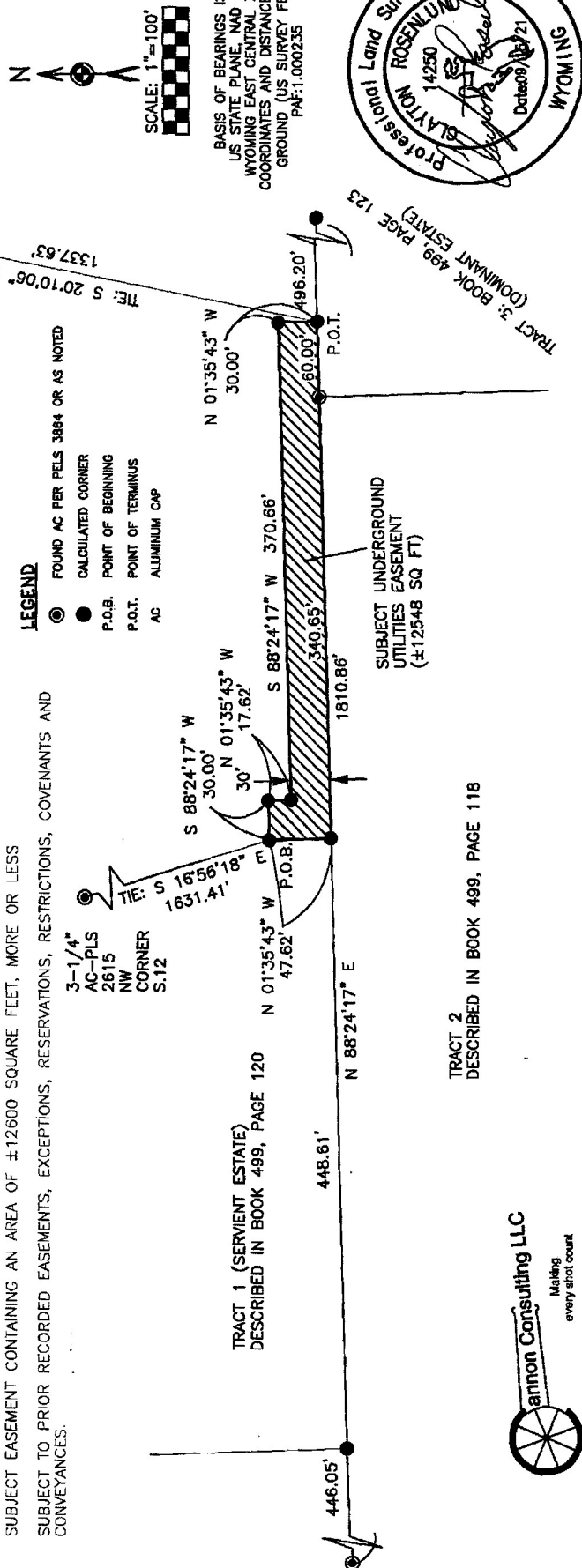
TRACT 2
 DESCRIBED IN BOOK 499, PAGE 118



Prepared by Cannon Consulting LLC/ (307)762-0109

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For: Stacey Staben Prepared 9/15/21



NO. 2021-772545 EASEMENT

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
 CHAPMAN VALDEZ & LANSING 36 N GOULD ST SUITE 203
 SHERIDAN WY 82801