

**UTILITY RIGHT-OF-WAY EASEMENT**

**THIS AGREEMENT** is entered into by and between **MARY D. RHODES**, as Trustee of the **Mary D. Rhodes Revocable Trust**, dated **June 15, 1993**, whose address is 2569 Big Horn Avenue, Sheridan, Wyoming 82801 ("Grantor") and **LONNIE L. REED**, a single person, P. O. Box 6334, Sheridan, Wyoming 82801 ("Grantee").

**FOR VALUE RECEIVED**, Grantor hereby grants, bargains and conveys unto Grantee, his successors, assigns, lessees, licensees, and agents, a right-of-way easement for the installation and maintenance of underground utility lines, upon, over, under and across the following-described land situate in Sheridan County, Wyoming, and owned by Grantor, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit:

A fifteen (15) foot wide utility easement situated in the NE/4SE/4 of Section 3, Township 55 North, Range 84 West, 6th P.M., Sheridan County, Wyoming; said easement being more particularly described as follows:

Commencing at the northeast corner of said Section 3; thence S19°59'20"W, 3454.37 feet; to the **POINT OF BEGINNING** of said easement, said point lying on the southerly line of a tract of land described in Book 120 of Deeds, Page 475 and the east right of way line of State Highway 332; thence S85°17'48"E, 126.76 feet along said southerly line to a point, said point lying on the westerly line of Tract 2 of the Marshall Subdivision; thence N12°13'12"E, 15.13 feet along said westerly line to a point; thence N85°17'48"W, 130.20 feet, fifteen (15) feet northerly of and parallel to said southerly line described in Book 120 of Deeds, page 475, to a point, said point lying on said easterly right of way line; thence S00°51'07"E, 15.07 feet along said easterly right of way line to the **POINT OF BEGINNING**.

Grantor reserves the right to occupy, use and cultivate said property for all purposes not inconsistent with the rights herein granted.

Grantee will diligently prosecute any work which requires the disturbance of Grantor's surface, and compact, recontour and reseed the surface as soon as reasonably possible so as to restore the surface to the condition it was in prior to the commencement of the activities which disturbed the surface.

Grantor makes no warranty of title or otherwise in entering into this agreement.

Grantee will indemnify and hold Grantor, her agents, successors and assigns (hereinafter referred to as "Indemnified Parties") harmless from any and all claims, demands, suits, losses, damages and costs, including but not limited to a reasonable attorney's fee, incurred by Indemnified Parties which may be asserted against Indemnified Parties by reason of or which may arise out of any act or omission of Grantee on the above-described property.

To the maximum extent permitted by law, Grantee releases, waives and discharges Grantor, her agents, successors and assigns, from any and all liabilities or claims for personal injury, death, property damage, or otherwise arising out of any act or omission of Grantee on Grantor's property.

This agreement shall be construed according to the laws of the State of Wyoming.

This easement is for the benefit of, appurtenant to, and shall run with the following-described land which is owned by the Grantee, to-wit:

Tract 2 of the Marshall Subdivision, a subdivision in Sheridan County, Wyoming.

DATED this 29th day of June, 1998.

**GRANTOR:**

Mary D. Rhodes, Trustee  
Mary D. Rhodes, Trustee  
The Mary D. Rhodes Revocable Trust, dated  
June 15, 1993

**GRANTEE:**

Lonnie L. Reed  
Lonnie L. Reed

STATE OF WYOMING     )  
                                      : ss.  
COUNTY OF SHERIDAN   )

The above and foregoing Utility Right-of-Way Easement was subscribed, sworn to and acknowledged before me this 29 day of June, 1998, by Mary D. Rhodes, as Trustee of The Mary D. Rhodes Revocable Trust, dated June 15, 1993.

WITNESS my hand and official seal.

Deborah A. Wood  
Notary Public

My Commission expires: 10-7-2000

STATE OF WYOMING     )  
                                      : ss.  
COUNTY OF SHERIDAN   )

The above and foregoing Utility Right-of-Way Easement was subscribed, sworn to and acknowledged before me this 24 day of June, 1998, by Lonnie L. Reed.

WITNESS my hand and official seal.

Deborah A. Wood  
Notary Public

My Commission expires: 1-23-2000

