

UNDERGROUND IRRIGATION WATER PIPELINE EASEMENT AGREEMENT

This Underground Irrigation Water Pipeline Easement Agreement is entered into by and between **Mark Andrew Kramer, as the duly appointed Personal Representative of the Estate of Mary Joan Kramer in the Fourth Judicial District, County of Sheridan, State of Wyoming (2024-CV-0000289)** and pursuant to the power granted in the Last Will and Testament of **Mary Joan Kramer, dated November 20, 2003** ("Grantor") and **Douglas R. Anesi, Trustee of the Douglas R. Anesi Revocable Trust, dated May 30, 1998**, and any amendments thereto ("Grantee") of 120 North Park Rd, Sheridan

WHEREAS, Grantor is the owner of certain lands in Sheridan County, Wyoming, described on **Exhibit A**, attached hereto, and incorporated herein by reference (hereinafter "Grantor's Land"); and

WHEREAS, Grantee is the owner of certain lands in Sheridan County, Wyoming, described on **Exhibit B**, attached hereto, and incorporated herein by reference (hereinafter "Grantee's Land"); and

WHEREAS, subject to the terms and conditions contained herein, Grantor wishes to grant and convey to Grantee an Underground Irrigation Water Pipeline Easement over and across Grantor's land as described on **Exhibit C**, attached hereto, and incorporated herein by reference.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Grant of Easement.** Subject to the terms and conditions contained herein, Grantor hereby grants and conveys to Grantee, and the successors and assigns of Grantee, a nonexclusive, perpetual easement, fifteen feet (15') in width, as specifically described on **Exhibit C**, for the purposes of surveying, laying, constructing, installing, inspecting, operating, maintaining, and repairing a single underground irrigation water pipeline, no larger than twelve inches (12") in diameter, across and under the property described on the **Exhibit A**. The Easement Property described on **Exhibit C** may only be used by Grantee, or Grantee's agents and any other acting on behalf of or for Grantee, for the construction, installation, maintenance, repair, replacement and use of an irrigation water pipeline, and may not be used by them for any other purpose. Grantor hereby releases and waives all rights under and by virtue of the homestead exemption laws of the state of Wyoming as to the Easement Property described on **Exhibit C**. Grantor reserves the right to use the Easement Property described on **Exhibit C** for its own purposes, including, but not limited to, access, agricultural use, and utilities, and Grantor will not unreasonably interfere with Grantee's use of the Easement Property.

2. **Appurtenant to Benefitted and Burdened Land.** This Easement shall run with the land and shall be for the benefit and use of the Grantee and Grantee's heirs, successors, and assigns, and shall be binding on and burden Grantor's Land and the Grantor and Grantor's heirs, successors, and assigns only as specifically set forth herein.

3. **Irrigation Water Pipeline.** The irrigation water pipeline shall initially be buried to a



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depth of at least three feet (3').

4. **Notification.** Grantee will notify Grantor prior to any entry upon Grantor's Land for any purpose; provided, however, in the event of the need for emergency repairs, Grantee shall only be required to make reasonable efforts to notify Grantors before entry.

5. **Restoration.** Grantee shall return all areas disturbed by Grantee, or Grantee's agents and any other person or entity acting on behalf of or for Grantee, to as near original condition as possible and as soon as possible, including, without limitation, compacting, contouring, and reseeding the disturbed area. The disturbed area shall be leveled to grade and slope previously existing, and Grantee shall correct and bring to grade any disturbed areas which settle as a result of Grantee's operations on and use of the property.

As a part of any construction, installation, maintenance, repair, or use, Grantee, or Grantee's agents and any other acting on behalf of or for Grantee, shall remove and temporarily stockpile any topsoil and, subsequent to water pipeline construction, installation, maintenance, repair, or use, return the topsoil to its original location and depth. Any boulders and coarse gravel that were not previously upon the surface prior to construction, installation, maintenance, repair, or use shall be removed from the surface.

6. **Grantor's Operations and Use.** Grantee, and Grantee's agents and any other person or entity acting on behalf of or for Grantee, shall not interfere with Grantor's use of the property, including, but not limited to, residential, commercial, and industrial uses and development and ranching and/or agricultural operations, such as grazing of livestock, calving, irrigation of pasture or crops and/or haying by Grantor, and if any such use is interfered with by Grantee, or Grantee's agents and any other person or entity acting on behalf of or for Grantee, and any damage or loss results, Grantee shall compensate Grantor for all such damage and loss. Grantee will not damage or disturb any buildings or other structures on the property or any fences, corrals, stock tanks, or other improvements, fixtures, or tangible personal property on the property. Grantor may construct, install, and place improvements, fixtures, and other items of tangible personal property, including, but not limited to, roads, streets, fences, corrals, other agricultural fixtures, and other items of tangible personal property, and utilities on the Easement Property described on **Exhibit C** and over the pipeline as a part of Grantor's development and use of the property, so long as the same does not unreasonably interfere with the rights granted to Grantee hereunder.

7. **Grantor's Improvements.** If any road, street, fence, corral or other enclosure, or other agricultural fixture, and/or any other item of tangible personal property, and/or utilities are modified, dismantled, relocated, removed, or damaged during any construction, installation, maintenance, repair, or use by or of Grantee, then Grantee shall repair and return the same to its original location and original or a better condition in quality and as soon as possible, unless otherwise agreed to in writing by Grantor. No road, street, fence, corral or other enclosure, or other agricultural fixture, and/or any other item of tangible personal property, and/or utilities shall be modified, dismantled, relocated, or removed by Grantee without the express written consent from Grantor, which shall not be unreasonably withheld, and only for an agreed period of time and upon completion of any construction, installation, maintenance, repair, or use that necessitated the modification, dismantling, relocation, or removal, Grantee shall cause the road, street, fence, corral

or other enclosure, or other agricultural fixture, and/or any other item of tangible personal property, and/or utilities to be restored as set forth herein.

8. In the case of fences modified or damaged during construction, installation, maintenance, repair, or use, Grantee shall replace the fence with fencing using sturdy brace posts on either side of the right of way, said brace posts to be butt-treated three and one-half feet (3½'), set at least three feet (3') in the ground and to be braced and cross-braced as required.

9. Access. Unless otherwise agreed in writing by Grantor, the access to the easement shall be over and across the strip of property described on attached **Exhibit C** only, and Grantee shall not travel upon or across any other portion of Grantor's property.

10. No Warranty. In entering into this Easement Agreement, Grantor makes no warranty of title, condition, quality, or otherwise in connection with the property. Grantee has had full opportunity to investigate and inspect the property. Grantee accepts the easement "AS IS".

11. Consideration. The parties agree that the consideration for this Easement is that Grantee shall pay all costs associated herewith, including, but not limited to, survey and engineer fees and costs, legal fees and costs, recording costs, and any other fee or cost of any kind or nature that happens to arise in the preparation and finalizing of this Easement Agreement.

12. Indemnification and Release. To the maximum extent permitted by law, Grantee shall indemnify and hold Grantor harmless, and defend Grantor with legal counsel chosen by Grantor (provided the maximum hourly rate to be paid by Grantor must be no greater than that of attorneys experienced in these matters with offices in Sheridan, Johnson, and neighboring Counties), from any and all claims, loss, damage, or expense arising out of or related in any way to Grantee's use, and the use of Grantee's agents and any other person or entity acting on behalf of or for Grantee, of the easement or operations under the easement, and Grantee releases Grantor from all liability for personal injury, death, property damage, or otherwise arising out of or related to Grantee's operations under this Easement Agreement or Grantee's use, and the use of Grantee's agents and any other person or entity acting on behalf of or for Grantee, of the property subject to this Easement Agreement.

13. Compliance with Law. Grantee shall comply with all applicable laws, rules, and regulations pertaining to the use of the property and shall not discharge any toxic or hazardous substances, wastes, or chemicals on Grantor's premises or into the water pipeline.

14. Enforcement Costs. If any party defaults under this Easement Agreement, the other party or parties may recover all costs and expenses, including attorney fees, incurred in enforcing this Easement Agreement, with or without the necessity of filing a lawsuit or other legal or administrative action of any kind.

15. Termination of Easement. If the irrigation water pipeline is not used for a period of three (3) years and such nonuse is not due to any cause beyond the reasonable control of the Grantee, then this Easement Agreement may, at the option of Grantor, terminate.

16. **Restriction on Use.** Neither Grantee, nor Grantee's agents, nor any other acting on behalf of or for Grantee, may bring any animal or firearms on Grantor's property. Grantee will see that no trash, garbage, rubbish, or debris of any kind is left on Grantor's property at any time by Grantee or anyone exercising Grantee's rights under this Easement Agreement. Grantee shall not fence the easement or right of way granted hereunder. Grantee shall promptly investigate and repair any leaks which occur in the pipeline.

17. **Authority and Binding Effect.** Each party represents and warrants that each has the authority to sign this Easement on behalf of each individual or entity, and assents to and agrees to be bound by the terms and conditions of this Easement. This Easement Agreement is binding upon and benefits the successors and assigns of each and all of the parties.

18. **Governing Law, Venue, Jurisdiction, Entire Agreement, Modification.** This Easement is governed by and construed in accordance with the laws of the State of Wyoming. Venue for any action brought under or related to this Easement will be in Sheridan County, Wyoming, and the parties submit to the personal jurisdiction of the Court of proper jurisdiction in Sheridan County, Wyoming, and waive any objections to venue in such court. This Easement represents the entire, integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral. Any change, modification, revision, or amendment to this Easement must be in writing and duly executed and signed and recorded in the Office of the Sheridan County Clerk and Recorder.

– SIGNATURE BLOCKS AND NOTARY BLOCKS TO FOLLOW –

GRANTOR:

**Estate of Mary Joan Kramer in the Fourth
Judicial District, County of Sheridan, State of
Wyoming (2024-CV-0000289)**

By: Mark Andrew Kramer

Mark Andrew Kramer, as the duly
appointed Personal Representative of the
Estate of Mary Joan Kramer in the Fourth
Judicial District, County of Sheridan,
State of Wyoming (2024-CV-0000289)

STATE OF WYOMING)
: ss.
COUNTY OF SHERIDAN)

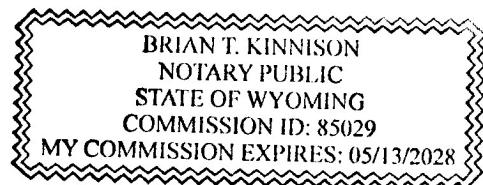
This instrument was acknowledged before me on this 7 day of November
2025, by Mark Andrew Kramer, as the duly appointed Personal Representative of the Estate
of Mary Joan Kramer in the Fourth Judicial District, County of Sheridan, State of Wyoming
(2024-CV-0000289).

WITNESS my hand and official seal.



Notary Public

My Commission Expires: 573-20



GRANTEE:

**Douglas R. Anesi Revocable Trust, dated May 30,
1998, and any amendments thereto**

By:

Douglas R. Anesi, Trustee
Douglas R. Anesi, Trustee

STATE OF WYOMING)
: ss.
COUNTY OF SHERIDAN)

This instrument was acknowledged before me on this 7th day of November,
2025, by **Douglas R. Anesi, Trustee of the Douglas R. Anesi Revocable Trust, dated May 30,
1998, and any amendments thereto.**

WITNESS my hand and official seal.

[Signature]
Notary Public

My Commission Expires: 5-13-28

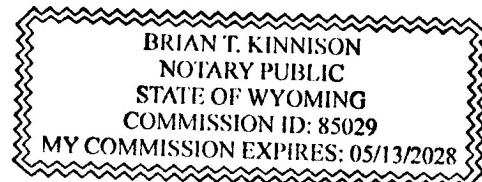


EXHIBIT A

A tract of land situated in the E $\frac{1}{2}$ E $\frac{1}{2}$ of Section 5, Township 55 North, Range 84 West, 6th P.M., Sheridan County, Wyoming; said tract of land being more particularly described as follows:

Commencing at the southeast corner of said Section 5 (Monumented with a 3 $\frac{1}{4}$ " Aluminum Cap per PLS 6812); thence S89°59'49"W, 96.51 feet along the south line of said Section 5 to the POINT OF BEGINNING of said tract; thence, continue S89°59'49"W, 1237.69 feet along said south line of Section 5 to a point, said point being the southwest corner of said E $\frac{1}{2}$ E $\frac{1}{2}$ (Monumented with a 2" Aluminum Cap per PLS 6812); thence N02°26'54"W, 30.74 feet along the west line of said E $\frac{1}{2}$ E $\frac{1}{2}$ to a point, said point being the southwest of a tract of land described in Document Number 2022-780727 and lying on the north right-of-way line of Carbon Hill Road (Monumented with a 2" Aluminum Cap per PLS 6812); thence S89°58'17"E, 270.22 feet along the south line of said tract described in Document Number 2022-780727 and the north right-of-way line of said Carbon Hill Road to a point (Monumented with a 2" Aluminum Cap per PLS 6812); thence N02°27'07"W, 791.95 feet along the east line of said tract described in Document Number 2022-780727 to a point, said point being the northeast corner of said tract described in Document Number 2022-780727 (Monumented with a 2" Aluminum Cap per PLS 6812); thence N83°28'54"W, 273.26 feet along the north line of said tract described in Document Number 2022-780727 to a point, said point being the northwest corner of said tract described in Document Number 2022-780727 and lying on said west line of said E $\frac{1}{2}$ E $\frac{1}{2}$ (Monumented with a 2" Aluminum Cap per PLS 6812); thence N02°26'54"W, 467.90 feet along said west line of the E $\frac{1}{2}$ E $\frac{1}{2}$ to a point, said point being the southwest corner of the NE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 5 (Monumented with a 2" Aluminum Cap per PLS 6812); thence, continue N02°26'54"W, 1321.53 feet along said west line of the E $\frac{1}{2}$ E $\frac{1}{2}$ to a point, said point being the northwest corner of said NE $\frac{1}{4}$ SE $\frac{1}{4}$ (Monumented with a 3 $\frac{1}{4}$ " Aluminum Cap per PLS 6812); thence N00°03'40"W, 2721.16 feet along said west line of the E $\frac{1}{2}$ E $\frac{1}{2}$ to a point, said point being the northwest corner of said E $\frac{1}{2}$ E $\frac{1}{2}$ (Monumented with a 3 $\frac{1}{4}$ " Aluminum Cap per PLS 6812); thence N89°14'15"E, 1271.93 feet along the north line of said E $\frac{1}{2}$ E $\frac{1}{2}$, Section 5 to a point, said point being the northeast corner of said Section 5 (Monumented with a 3 $\frac{1}{4}$ " Brass Cap per PLS 529); thence S00°28'09"E, 2738.32 feet along the east line of said Section 5 to a point, said point being the northeast corner of said NE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 5 (Monumented with a 3 $\frac{1}{4}$ " Brass Cap per PLS 529); thence S03°22'35"E, 1322.50 feet along said east line of Section 5 to a point, said point being the southeast corner of said NE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 5 (Monumented with a 2" Aluminum Cap per PLS 6812); thence S00°48'29"W, 1290.31 feet to a point lying on the north right-of-way line of Carbon Hill Road (Monumented with a 2" Aluminum Cap per PLS 19344); thence, continue S00°48'29"W, 30.04' to the POINT OF BEGINNING of said tract.

Said tract contains 153.42 acres of land, more or less.

Bearings are Based on the Wyoming Coordinate System, NAD 1983, East Central Zone.



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EXHIBIT B

A tract of land situated in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 4, the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 5, and the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 9, Township 55 North, Range 84 West, 6th P.M., Sheridan County, Wyoming; said tract of land being more particularly described as follows:

BEGINNING at the southeast corner of said SE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 5 (Monumented with a 3 $\frac{1}{4}$ " Aluminum Cap per PLS 6812); thence S89°59'49"W, 96.51 feet along the south line of said SE $\frac{1}{4}$ SE $\frac{1}{4}$ to a point; thence N00°48'29"E, 30.04 feet to a point, said point lying on the north right-of-way line of Carbon Hill Road (Monumented with a 2" Aluminum Cap per PLS 19344); thence, continue N00°48'29"E, 1290.31 feet to a point, said point being the northwest corner of said SW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 4 (Monumented with a 2" Aluminum Cap per PLS 6812); thence N89°33'41"E, 31.62 feet along the north line of said SW $\frac{1}{4}$ SW $\frac{1}{4}$ to a point, said point lying on the west right-of-way line of Upper Road (AKA County Road No. 113) (Monumented with a 2" Aluminum Cap per PLS 6812); thence, continue N89°33'41"E, 60.29 feet along said north line of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ to a point, said point lying on the east right-of-way line of said Upper Road (AKA County Road No. 113) (Monumented with a 2" Aluminum Cap per PLS 6812); thence, continue N89°33'41"E, 1266.76 feet along said north line of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ to a point, said point being the northeast corner of said SW $\frac{1}{4}$ SW $\frac{1}{4}$ (Monumented with a 3 $\frac{1}{4}$ " Aluminum Cap per PLS 5369); thence S01°59'10"E, 1326.52 feet along the east line of said SW $\frac{1}{4}$ SW $\frac{1}{4}$ to a point, said point being the northeast corner of said NW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 9 (Monumented with a 3 $\frac{1}{4}$ " Aluminum Cap per PLS 6812); thence S00°14'32"E, 1302.14 feet along the east line of said NW $\frac{1}{4}$ NW $\frac{1}{4}$ to a point, said point lying on the north right-of-way line of North Park Road (AKA County Road No. 1249) (Monumented with a 2" Aluminum Cap per PLS 6812); thence, continue S00°14'32"E, 33.86 feet along said east line of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ to a point, said point being the southeast corner of said NW $\frac{1}{4}$ NW $\frac{1}{4}$ (Monumented with a 3 $\frac{1}{4}$ " Aluminum Cap per PLS 5369); thence S89°41'40"W, 1336.00 feet along the south line of said NW $\frac{1}{4}$ NW $\frac{1}{4}$ to a point, said point being the southwest corner of said NW $\frac{1}{4}$ NW $\frac{1}{4}$ (Monumented with a 3 $\frac{1}{4}$ " Aluminum Cap per PLS 6812); thence N00°09'16"E, 1338.23 feet along the west line of said NW $\frac{1}{4}$ NW $\frac{1}{4}$ to the **POINT OF BEGINNING** of said tract. **EXCEPTING** therefrom a tract of land described in Quitclaim Deed, Dated July 2, 1987, in Book 312 of Deeds, Page 159 as Recorded at the Sheridan County Clerk's Office, Sheridan County, Wyoming.

Said tract contains 80.05 acres of land, more or less.

Bearings are Based on the Wyoming Coordinate System, NAD 1983, East Central Zone.

Exhibit C

An underground irrigation pipeline easement being a strip of land fifteen (15.0) feet wide when measured at right angles, situated in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 5, Township 55 North, Range 84 West, 6th P.M., Sheridan County, Wyoming; the south line of said strip being more particularly described as follows:

Commencing at the southeast corner of said Section 5 (Monumented with a 3 $\frac{1}{4}$ " Aluminum Cap per PLS 6812); thence N72°38'39"W, 100.67 feet to the **POINT OF BEGINNING** of said easement, said point lying on the north right-of-way line of Carbon Hill Road; thence N89°58'17"W, 969.21 feet along said south line of said strip and said north right-of-way line of Carbon Hill Road to the **POINT OF TERMINUS** of said easement, said point lying on the east line of a tract of land described in Document Number 2022-780727, being N83°30'43"E, 270.64 feet from the southwest corner of said SE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 5 (Monumented with a 2" Aluminum Cap per PLS 6812). Lengthening or shortening the sideline of said easement to intersect boundary lines.

Said underground irrigation pipeline easement contains 14,545 square feet of land, more or less. Bearings are Based on the Wyoming Coordinate System, NAD 1983, East Central Zone.

NO. 2025-803279 EASEMENT
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
WILCOX AGENCY
SHERIDAN WY 82801