



2021-773601 10/28/2021 9:43 AM PAGE: 1 OF 6
FEES: \$27.00 PK EASEMENT
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

UTILITY AND WATER WELL EASEMENT AND RIGHT-OF-WAY

THIS UTILITY AND WATER WELL EASEMENT AND RIGHT-OF-WAY ("Easement") is made this 28th day of October, 2021, by and between Michael N. Belisle and Helene F. Belisle, Trustees of the Belisle Family Trust created under that certain declaration of Trust dated June 24, 2002, as amended and restated on September 13, 2011 (collectively "Grantor") and Taylor P. Moon and Tanya M. Moon as husband and wife (collectively "Grantee").

WHEREAS, Grantor is the owner of certain real property located in Section 10 of Township 55 N, Range 84 West of Sheridan County, Wyoming and legally described as:

Lot 2, Moon Valley Minor Subdivision, a subdivision in Sheridan County, Wyoming ("Grantor's Property");

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

Lot 1, Moon Valley Subdivision, a subdivision in Sheridan County, Wyoming ("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 access to the water well and utility providers as well as general access for Grantees to their property.

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 and well service companies, , a utility and water line 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 and water lines and any and all related equipment, as they now exist or shall be hereinafter installed, including all appurtenances, attachments, and related acts deemed by the Utility Company or Grantees to be necessary and/or desirable for its operations, over, under, across and upon the Easement Parcel as shown on **Exhibit "A"**, 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. **WATER WELL USE.** The Grantor has also allowed access and exclusive use of the water well identified on **Exhibit B** attached hereto for water use on Grantee's property. Grantee may use the well and may replace equipment necessary to operate the well including downhole pumps, filters and pipes. However, if the well shall fail and a new well shall be drilled, this well shall be abandoned and Grantee's easement for well use shall terminate and Grantee shall use Grantee's property for a new water well.

4. Grantee or Utility or Water Well Service 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 water lines and pumps and related equipment, devices, appliances, and other property, as well as reading any meter and performing any act related to the utility(ies) and water line and water well; (b) 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 Grantee, endanger or interfere with 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 for Grantee, their successors and assigns. Grantor further covenants that Grantor, Grantor's heirs, successors and assigns shall facilitate and assist Grantee in exercising its rights herein described.

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

6. **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.

7. **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.



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FEES: \$27.00 PK EASEMENT
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

GRANTEE:

Taylor P. Moon

Taylor P. Moon

Tanya M. Moon

Tanya M. Moon

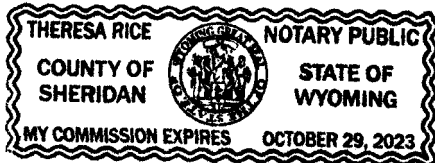
STATE OF Wyoming)
) ss.
COUNTY OF SHERIDAN)

On this 28th day of September, 2021, before me personally appeared Taylor P. Moon and Tanya M. Moon, to me personally known, 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: 10/29/23

Theresa Rice
Notary Public

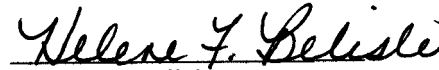




IN WITNESS WHEREOF, the parties have executed this Easement as of the date and year first above written.

GRANTOR: Belisle Family Trust


 Michael N. Belisle


 Helene F. Belisle

STATE OF Arizona)
) ss.
 COUNTY OF Mohave)

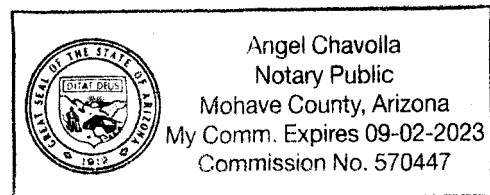
On this 26 day of October, 2021, before me personally appeared Michael N. Belisle, Trustee of the Belisle Family Trust created under that certain declaration of Trust dated June 24, 2002, as amended and restated on September 13, 2011, to me personally known, who, being by me duly sworn, did acknowledge this instrument and stated it to be their free act and deed.

Witness my hand and official seal:

My commission expires: 09/02/2023



Notary Public

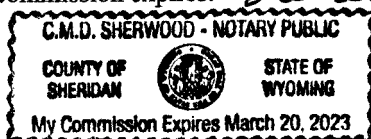


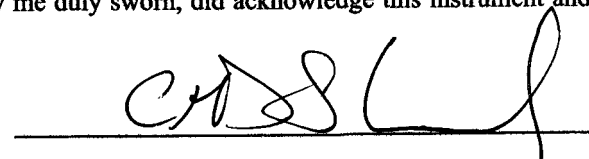
STATE OF Wyoming)
) ss.
 COUNTY OF Sheridan)

On this 27th day of October, 2021, before me personally appeared Helene F. Belisle, Trustee of the Belisle Family Trust created under that certain declaration of Trust dated June 24, 2002, as amended and restated on September 13, 2011, to me personally known, 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:

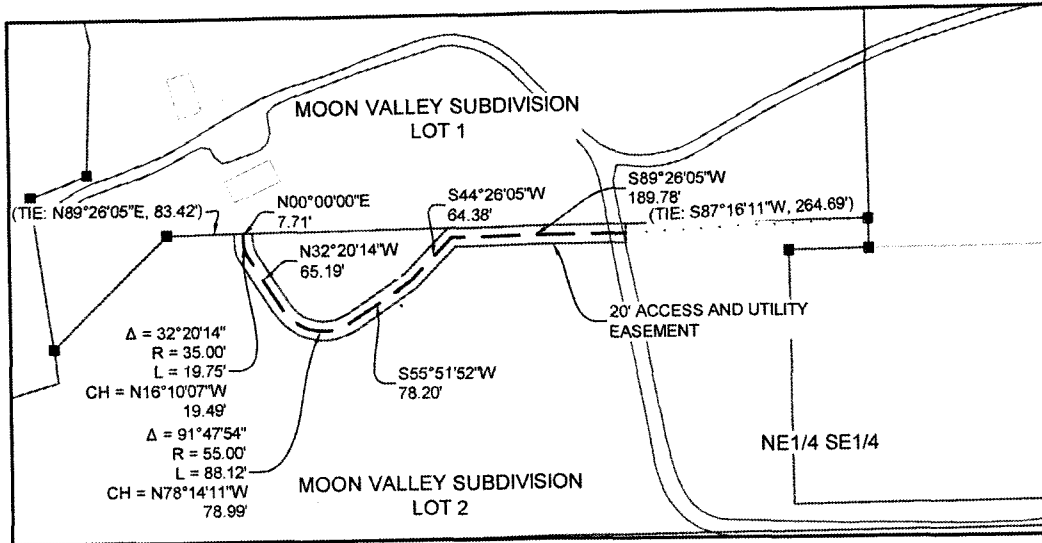
My commission expires: 3-20-2023





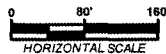
Notary Public

Section 10
 T.55N., R.84W.



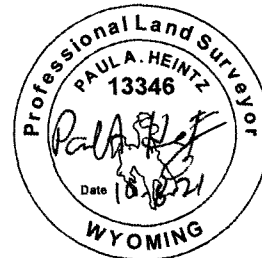
LEGEND:

- RECOVERED ALUMINUM CAP
- LOT LINE
- EASEMENT CENTER LINE
- EASEMENT LINE
- EXISTING ROAD



NOTES:

1. DISTANCES: U.S. SURVEY FOOT (GRID)
2. BASIS OF BEARING: NAD83(2011) WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE



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.

APPARENT OWNERSHIP

TAYLOR & TANYA MOON

TOTAL LENGTH (FEET)	513.12'
TOTAL LENGTH (RODS)	31.10
TOTAL AREA (SQ. FT.)	10262.40

EXHIBIT A
 TAYLOR & TANYA MOON

20' ACCESS AND UTILITY EASEMENT
 NE1/4SE1/4 SECTION 10,
 T.55N., R.84W. 6TH P.M.,
 SHERIDAN COUNTY, WYOMING

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

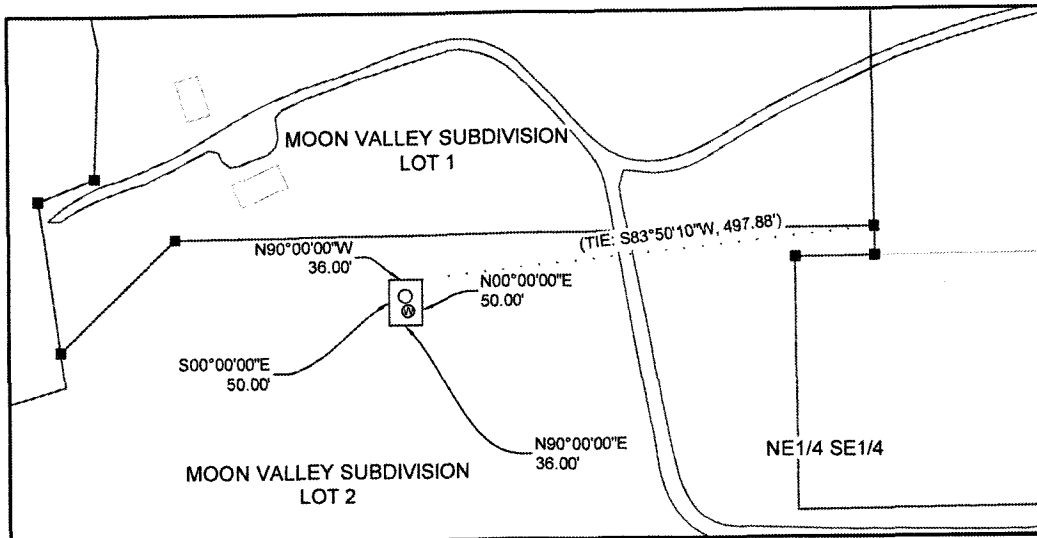
DRAWN BY: RAV CHECKED BY: JPC APPROVED BY: PAH SURVEY DATE: 9-27-2021

ASBUILT EXHIBIT

PATH: K:\SHERIDAN\MOON, TAYLOR\2021\108 MOON SUBDIVISION\05CAD\SHEETS\21108_MOON_VALLEY_WTR_ESMT.DWG



Section 10
T.55N., R.84W.



NO. 2021-773601 EASEMENT

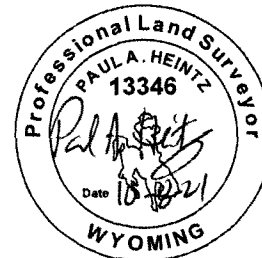
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
TANYA MOON 2 VALLEY RD
SHERIDAN WY 82801

LEGEND:

- RECOVERED ALUMINUM CAP
- LOT LINE
- EASEMENT LINE
- EXISTING ROAD
- ⊙ WATER WELL
- WATER TANK



0 80' 160'
HORIZONTAL SCALE



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.

NOTES:

1. DISTANCES: U.S. SURVEY FOOT (GRID)
2. BASIS OF BEARING: NAD83(2011) WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE

APPARENT OWNERSHIP

TAYLOR & TANYA MOON

TOTAL AREA (SQ. FT.)

1800.00

EXHIBIT B
TAYLOR & TANYA MOON

36' x 50' WATER TANK AND WELL EASEMENT
NE1/4SE1/4 SECTION 10,
T.55N., R.84W. 6TH P.M.,
SHERIDAN COUNTY, WYOMING

DRAWN BY: RAV | CHECKED BY: JPC | APPROVED BY: PAH | SURVEY DATE: 9-27-2021

PATH: K:\SHERIDANMOON, TAYLOR\20211008 MOON SUBDIVISION\05CAD\SHEETS\21108_MOON_VALLEY_TANK_ESMT.DWG

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ASBUILT EXHIBIT