

TRAIL EASEMENT AGREEMENT

THIS PRIVATE RECREATION TRAIL EASEMENT AGREEMENT ("Easement Agreement"), is made and entered into this 25th day of September, 2020, by and between Jerry K. Sommer and Marianne L. Sommer, husband and wife ("Grantors") and R. Bret Rhinesmith and Bonnie J. Rhinesmith, as Trustees of the R. Bret Rhinesmith and Bonnie J. Rhinesmith Living Trust dated September 18, 2007, and any amendments thereto ("Grantees"). Grantors and Grantees are sometimes collectively referred to in this Easement Agreement as the "Parties" or individually as a "Party"

RECITALS

WHEREAS, Grantors are the owners of certain real property in Sheridan County, Wyoming, more particularly described on **Exhibit A**, attached hereto and by this reference incorporated herein (the "**Burdened Property**"); and,

WHEREAS, Grantees are owners of certain real property in Sheridan County, Wyoming, which borders Grantors property to the East and more particularly described on Exhibit B, attached hereto and by this reference incorporated herein (the "**Benefitted Property**");

WHEREAS, Grantors desire to grant Grantees an easement across a portion of the Burdened Property for the purpose of establishing a private, non-motorized trail, for access to public lands to the North of Grantor's property; and,

NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. Grant of Easement.

Grantors hereby grant unto Grantees:

A trail easement ("**Trail Easement**") on, over, under, and across the Property solely consisting of a corridor twenty feet (20') in width ("**Easement Corridor**") lying along the 20 feet west of Grantor's east property line in the W/2SW/4 of Section 22, T54N, R85W, exclusively for the duration and purpose set forth herein below and consisting only of the rights hereinafter enumerated.

2. Duration.

The Trail Easement is granted in perpetuity and shall run with the land so as to be forever binding upon the parties hereto and their respective heirs, personal representatives, administrators, successors, and assigns.



3. Purpose.

The purpose of the Trail Easement is to obtain, develop, preserve, and maintain the area within the Easement Corridor for use, preservation, and maintenance of a non-motorized trail, for the use and benefit of Grantees for the sole purpose of access to public lands which adjoin Grantors' property to the North.

4. Rights Conveyed and Obligations.

The rights conveyed to and corresponding obligations imposed upon Grantees by this Trail Easement are as follows:

- A. To develop within the Easement Corridor a trail not to exceed twenty feet (20') in width, ("Trail") for non-motorized recreational use;
- B. To lay out, mark, develop, construct, maintain or relocate the Trail, within the Easement Corridor;
- C. To make minor topographical changes to the Property within the Easement Corridor for the necessity and convenience of locating the Trail but to maintain as much of the natural landscape and landscape as possible;
- D. To maintain the Easement Corridor in a good, clean and sanitary condition, free from waste or litter and/or any condition that is offensive to the public health, safety or welfare or that constitutes a nuisance; and,
- E. To ensure that no lien or claim of mechanics, laborers or materialmen will be filed against the Property, or any part or parts thereof, for any work, labor or materials furnished, alleged to have been furnished pursuant to any agreement by Grantees regarding the Trail Easement.
- F. If any damage occurs to Grantor's property or any improvements thereon arising out of, related to, or as a consequence of any of Grantee's work or use of the Easement Corridor, Grantor promptly will notify Grantees in writing of the damage. Unless otherwise agreed by the parties, Grantees will repair the damage (or commence and diligently pursue repairing the damage) within 30 days after receipt of Grantor's notice.

5. Limitation on Use of the Trail Easement.

Private access by the Grantees and their invitees on, over or across the Trail Easement shall be strictly limited to access by foot or horseback. The Trail Easement cannot be used for movement or use of any livestock such as cattle, sheep, goats, swine or other common livestock. If dogs are using the Trail Easement, they should be either leashed or trained to stay within the corridor.

The Trail shall be maintained in no more than four feet (4') width of actual trail surface configuration. Specifically, and without limiting the foregoing, the Trail shall not be paved and no facilities such as benches, restrooms, chairs, cattle guards or other items shall be placed by Grantees except for gates or walkways at fence crossings. The Trail should be minimal in disturbance of the Easement Area.

**6. Liability/Indemnification/Immunity.**

Grantors shall not have any legal liability involving the use of the Trail Easement. Furthermore, Grantees agrees to indemnify, defend, and forever hold Grantors, harmless from and against any loss, damage, injury or death arising from any act or omission of Grantees (including without limitation, licensees, employees, agents, and invitees (collectively "**Affiliates**"), for the duration of the Trail Easement.

Grantors shall promptly notify the Grantees of all incidents and claims known to the Grantors which may be the basis for a claim of indemnification against the Grantees and provide the Grantees with a reasonable opportunity to defend, negotiate, settle, or deny such claims, and litigate the defense of such claims. Grantees shall promptly notify the Grantors of any accident which may occur on the Easement.

7. Grantor's Representations.

Notwithstanding that the Trail Easement granted herein is without warranty, Grantors represents that they are a possessor in interest of the Property, and that they have full legal authority to grant this Trail Easement to Grantees free of liability for any lien or encumbrance previously placed thereon by Grantors.

8. Retained Rights.

Except for the rights expressly conveyed to Grantees hereunder, Grantors reserve to themselves, heirs, successors and assigns all other rights arising out of ownership of the Property, including, without limitation, the right to engage in, or permit or invite others to engage in, all uses of the Property **not expressly prohibited herein and that are not inconsistent and do not interfere with the terms and conditions of this Easement Agreement**, including, again without limitation, the following enumerated rights:

A. A right-of-way on, over, under, and across the Trail Easement for purposes of ingress, egress, placement of underground utilities for the benefit of the Property and adjacent property that is or may hereafter be acquired by Grantors, the location of any such right -of -way to be designated by Grantors at a future date; and

B. To landscape and install and maintain irrigation within the Easement Corridor.

9. Enforcement.

The Grantees and Grantors shall have the right to enforce, through any permitted proceeding at law or in equity, including by specific performance, the terms, provisions, restrictions and requirements of this Easement Agreement. Any failure to insist upon the strict performance of or compliance with any of the terms, provisions, covenants and requirements of this Easement Agreement shall not result in or be construed to be an abandonment or termination of this Easement Agreement or any waiver of the right to insist upon such performance or compliance with the terms of this Easement Agreement in the

future. If any action or proceeding is brought because of a default under, or to enforce or interpret any of the covenants, provisions, or requirements of this Easement Agreement, the party prevailing in such action shall be entitled to recover from the unsuccessful party reasonable and documented attorneys' fees, (including those incurred in connection with any appeal), the amount of which shall be fixed by the court or the arbitrator and made a part of any judgment rendered.

10. Acceptance.

By its signature set forth herein below, Grantees hereby accept the foregoing grant of the Trail Easement subject to the terms and conditions herein.

11. Binding Effect.

This Easement Agreement extends to and is binding upon the Parties and their respective heirs, personal representatives, successors and assigns.

12. Law.

This Easement Agreement shall be interpreted, construed, and enforced according to the laws of the State of Wyoming.

13. Relationship Between the Parties.

The easement is not intended to create, nor shall they be in anyway interpreted or construed to create, a joint venture, partnership, or any similar relationship between Grantors and Grantees.

14. Amendment.


This Easement Agreement shall not be modified or amended except by a written instrument executed by the Parties hereto and recorded in the official records of Sheridan County.

15. Entire Agreement.

The Parties agree that this Trail Easement constitutes the entire understanding and agreement between the Parties with regard to the subject matter hereof, and supersedes any previous agreement, representation, or understanding between the Parties relating to the subject matter hereof.

16. Severability.

If any provision of this Easement Agreement shall be declared by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect.


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FEES: \$30.00 SM EASEMENT
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

IN WITNESS WHEREOF, the Parties have caused their respective names to be hereunto affixed this 23rd day of September, 2020.

GRANTEES

R. Bret Rhinesmith and Bonnie J. Rhinesmith Living Trust dated September 18, 2007

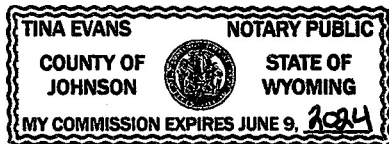
By: R. Bret Rhinesmith
R. Bret Rhinesmith, Trustee

By: Bonnie J. Rhinesmith
Bonnie J. Rhinesmith, Trustee

STATE OF WYOMING)
) ss.
COUNTY OF ~~SHERIDAN~~
)
 JOHNSON

The foregoing instrument was acknowledged before me by R. Bret Rhinesmith and Bonnie J. Rhinesmith, as Trustees of the R. Bret Rhinesmith and Bonnie J. Rhinesmith Living Trust dated September 18, 2007, and any amendments thereto, and who acknowledged to me that the same is the true, authorized and voluntary act of the trust on this 23rd day of September, 2020.

Witness my hand and official seal.



Tina Evans
Notary Public
My commission expires: 6-9-24

GRANTORS

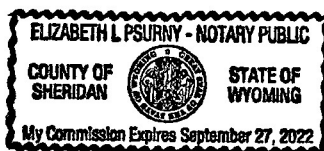
Jerry K. Sommer
Jerry K. Sommer

Marianne L. Sommer
Marianne L. Sommer

STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

I hereby certify that the foregoing easement was acknowledged before me by Jerry K. Sommer and Marianne L. Sommer on October 2, 2020.

Witness my hand and official seal.



Elizabeth L. Psurny
Notary Public
My commission expires: 9/27/2022





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FEES: \$30.00 SM EASEMENT
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

EXHIBIT A
(Legal Description of Servient Estate)

Township 54 North, Range 85 West, 6th P.M., Sheridan County, Wyoming

Section 20: SE4NE4
Section 21: W2, W2E2, SE4NE4, E2SE4
Section 22: W2SW4



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EXHIBIT B

(Legal Description of Dominant Estate)

Township 54 North, Range 85 West, 6th P.M. Sheridan County, Wyoming

Section 22: S1/2-N1/2-SE1/4-SW1/4, S1/2-SE1/4-SW1/4

NO. 2020-764566 EASEMENT

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
CHAPMAN VALDEZ LANSING PO BOX 2710
125 WEST 2ND STREET CASPER WY 82602