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## EASEMENT AGREEMENT

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THIS EASEMENT AGREEMENT is made and entered into on this date, by and between **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 (hereinafter "Grantor") and **Jerry K. Sommer and Marianne L. Sommer**, husband and wife (hereinafter "Grantee"), and shall provide as follows:

WHEREAS, Grantor is the owner of certain lands in Sheridan County, Wyoming, as further described herein;

WHEREAS, Grantee is the is the owner of certain lands in Sheridan County, Wyoming, as further described herein;

WHEREAS, Grantee has an existing easement of ingress and egress across Grantor's lands to reach the lands owned by Grantee. However, that easement did not grant an easement for utilities and traversed through existing improvements;

WHEREAS, under that certain Letter of Agreement between the parties dated August 20, 2020, Grantor has agreed to build and pay for a new road on the new Easement granted herein, and Grantee has agreed to vacate the existing easement in favor of a new Easement;

WHEREAS, the new Easement, and the parties' agreement regarding the new Easement, is the subject of this Agreement.

**NOW, THEREFORE**, for and in consideration of Ten Dollars and No Cents (\$10.00) and other good and valuable consideration, together with the mutual promises and obligations of this Agreement, which consideration the parties agree is good and sufficient to support the parties' covenants made herein, the parties agree as follows:

1. Easement: Grantor hereby grants to Grantee an Easement of ingress, egress, and to bury utility lines over lands owned by the Grantor to and for the benefit of Grantee, said Easement being more particularly described as follows:

Thirty (30) feet either side of the center line, which centerline is more clearly described on **Exhibit "A"**, attached hereto and incorporated herein by this reference.

Said Easement shall benefit lands owned by Grantee, said lands being more particularly described as follows:

Township 54 North, Range 85 West, 6<sup>th</sup> P.M., Sheridan County, Wyoming

Section 20: SE4NE4

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

Said Easement shall burden lands owned by Grantor, said lands being more particularly described as follows:

Township 54 North, Range 85 West, 6<sup>th</sup> P.M., Sheridan County, Wyoming

Section 22: S2N2SE4SW4, S2SE4SW4

2. Limited Purposes: The Easement is for the limited purposes of Grantee's and Grantee's invitees, guests and agents private use and benefit for ingress, egress, and to install and bury utility lines underground and Grantee's maintenance thereof. Ingress-egress is defined to mean "coming and going" and does not include loitering on or other recreational use within the Easement. The Easement shall be accessible to vendors, suppliers, contractors and delivery vehicles. The Easement shall not be used for the transportation of oil, gas, sand, gravel, or other minerals taken or extracted from the lands described herein as benefitting by this Easement. The Easement shall not be assigned, transferred, or conveyed by Grantee to a public or governmental entity including, but not limited to, the State of Wyoming, County of Sheridan, or any other local government entity. Nor shall Grantee, their heirs, successors, and assigns petition or otherwise request any local governmental entity to use its authority or powers of eminent domain to condemn and assume this Easement, or any other route across Grantor's lands, for public road purposes.
3. Duty to Maintain Easement: With the exception of the original construction of the Easement road which is the financial responsibility of Grantor, Grantee shall have the sole and exclusive duty to maintain and improve the roadway, ditches, and drainages of the Easement at its sole effort and expense, which maintenance shall include but not be limited to snow removal, graveling, blading, re-crowning, dust mitigation, installing and cleaning culverts, weed control, and the like. If Grantor or Grantor's agents or guests solely cause any damage to the Easement, Grantor shall have the sole duty to repair the roadway, ditches and drainages of the Easement at Grantor's sole cost.
4. Preservation of Trees & Surroundings: Notwithstanding the width of the Easement granted herein, and notwithstanding the Grantee's right to use the entire width of the Easement if needed, the parties agree that the actual removal or other disturbance to trees and surroundings within the Easement shall be as minimal as possible to reasonably allow the construction, maintenance, and use of the access road by Grantee; balanced by mutual intent of the parties to allow Grantee the full and safe and reasonable use of the Easement and their mutual intent to preserve the trees and the beauty of the surroundings.
5. Utilities Placement/Trenching/Reclamation: Placement of utility lines in the Easement shall be at the sole effort and expense of Grantee. Utility lines shall be buried below plow depth or to a depth that will reasonably prevent exposure if erosion occurs, whichever depth is deeper. Utility lines shall be placed as reasonably close to the road as practicable. Trenches for utilities shall be promptly back-filled upon completion of work. In the event that Grantee, its contractors, representatives, or agents need to leave an open trench unattended, then the Grantee shall cause that the trench shall be temporarily fenced to prevent livestock or people from entering the trench. After Grantee's installation of the utility lines and back-fill of the trench, the surface of the Utilities Trench shall be reclaimed and reseeded, unless unvegetated prior to the road construction, with native grasses after the initial construction at the sole effort and expense of the Grantee.



6. Fences/Gates/Cattle-guards: With the exception of the existing fence-line between the Grantee and Grantor's properties where Grantee will be installing either a gate or cattleguard, Grantee shall not construct any fences, gates, or cattle-guards on Grantor's property or the easement without the prior written consent of the Grantor. Grantor shall not construct any fences, gates, or cattle-guards across the easement without the prior written consent of Grantee. Grantor will not install a gate but may install a cattle guard on the boundary line between Grantor's property and Quinn property.
7. Non-Exclusive Easement/All Other Ownership Rights Reserved: This Easement shall be considered a non-exclusive easement, and Grantor reserves the right to use the Easement, and the lands burdened by the Easement, so long as said use does not unreasonably interfere with Grantee's uses granted under this Easement, which uses have priority. To be clear, except for the limited rights and purposes conveyed to Grantee herein, Grantor reserves unto itself all other rights of property ownership including, without limitation the right to engage in all uses of the burdened property not expressly prohibited herein and that do not interfere with the provisions of this Easement Agreement.
8. Indemnity by Grantee. Grantee agrees to and shall release, hold harmless, defend, and indemnify Grantor, including for its reasonable and verifiable attorney fees and court costs, from and against any and all claims and liability of any kind arising out of Grantee's use (including Grantee's agents, assigns, guests, and invitees) of the Easement granted hereby.
9. Indemnity by Grantor. Grantor agrees to and shall indemnify Grantee, including for its reasonable and verifiable attorney fees and court costs, from and against any damage to the roadway or drainage ditches of the Easement granted hereby arising out of Grantor's (including Grantor's agents, assigns, guests and invitees) negligence or intentional acts.
10. Assignment/Term/Binding Effect: The rights of the parties set forth in this Agreement may be assigned in whole or in part only through the sale of and succession to the underlying lands. This Agreement and the rights, obligations, easements, and agreements herein contained shall be covenants running with the land and shall inure to the benefit of and be binding and obligatory upon the parties hereto, their executors, trustees, representatives, agents, heirs, successors, and assigns.
11. Modification: Any modification of this Agreement shall be valid and binding only if evidenced in a writing signed by each party or an authorized representative of each party, which modification shall reference the recording information of this Agreement and shall be recorded in the land records of the Clerk of Sheridan County, Wyoming.
12. Enforcement/Attorney Fees: If it becomes necessary for either party to enforce the terms of this Agreement, and if a court decides that a party has defaulted in its obligations under this Agreement, the defaulting party shall pay the non-defaulting party's courts costs and reasonable and verifiable attorney fees.
13. Waiver. Any failure by any party hereto to enforce the strict performance or compliance of another party regarding any of the terms, provisions, covenants and requirements of this Agreement shall not result in or be construed to be an abandonment or termination of this Agreement or the waiver of the right to enforce the Agreement in the future.
14. Governing Law/Jurisdiction/Venue: This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Wyoming, and jurisdiction and venue for any legal action concerning this Agreement shall lie in the appropriate court of Sheridan County, Wyoming.

15. Notice: Any notice given under this Agreement shall be sent certified USPS mail, return receipt requested, to the following addresses:

Grantor:  
Rhinesmith Living Trust  
c/o Bret & Bonnie Rhinesmith, Trustees  
PO Box 728  
Big Horn, Wyoming 82833

Grantee:  
Jerry & Marianne Sommer  
7 Troon Place  
Sheridan, Wyoming 82801

Notice that complies with these requirements shall be deemed given and effective on the date it is sent, as stamped on the receipt of mailing.

16. Recording of Easement Agreement. The Grantee shall cause this Agreement to be recorded in the land records of the Clerk of Sheridan County, Wyoming. Once recorded, Grantee shall provide a file-stamped copy to Grantor.

THIS AGREEMENT CONTAINS THE ENTIRE UNDERSTANDING BETWEEN THE PARTIES, AND NOTHING THAT IS NOT CONTAINED HEREIN SHALL BE BINDING UPON THE PARTIES TO THIS AGREEMENT.

DATED this 23<sup>rd</sup> day of September, 2020.

GRANTOR:

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

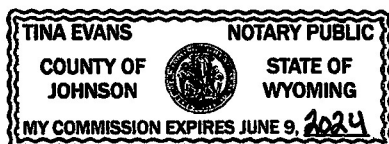
By: R. Bret Rhinesmith  
R. Bret Rhinesmith, Trustee

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 23<sup>rd</sup> day of September, 2020.

Witness my hand and official seal.



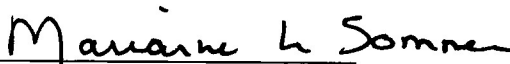
Tina Evans  
Notary Public  
My commission expires: 6-9-24  
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GRANTEE:

Jerry K. Sommer and Marianne L. Sommer, husband and wife

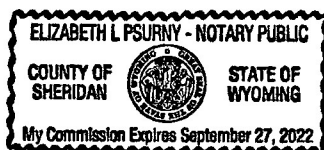
By:   
Jerry K. Sommer

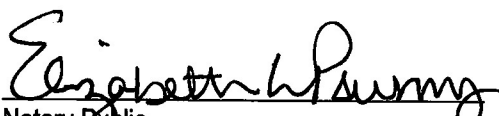
By:   
Marianne L. Sommer

STATE OF WYOMING )  
 )ss.  
COUNTY OF SHERIDAN )

The foregoing instrument was acknowledged before me by Jerry K. Sommer and Marianne L. Sommer,  
husband and wife, on this 2<sup>nd</sup> day of ~~September~~ October, 2020.

Witness my hand and official seal.



  
Notary Public  
My commission expires: 9/27/2022

**EXHIBIT "A"**

A sixty (60) foot wide access easement thirty (30) feet each side of a centerline situated the S½N½SE¼SW¼, of Section 22, being a part of Tract No. 2 of County Lot Division Permit #98-020, Township 54 North, Range 85 West, 6th Principal Meridian, Sheridan County, Wyoming, shown on **EXHIBIT "B"**, attached hereto and by this reference made a part hereof; said centerline being more particularly described as follows:

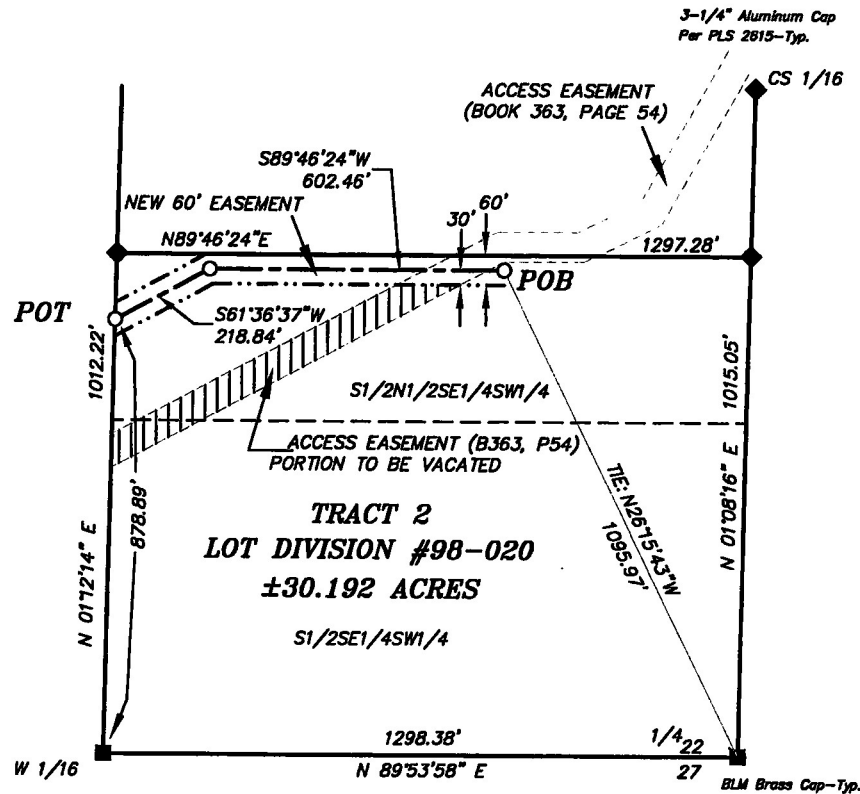
**Commencing** at the south quarter corner of said Section 22 (monumented with a BLM brass cap); thence N26°15'43"W, 1095.97 feet to the **POINT OF BEGINNING**, lying thirty feet south of the north line of said Tract No. 2; thence S89°46'24"W, 602.46 feet along said centerline lying thirty (30) feet south and parallel to said north line; thence S61°36'37"W, 218.84 feet along said centerline to a point on the west line of said Tract No.2 being the **POINT OF TERMINUS** N01°12'14"E, 878.89 feet from the West 1/16<sup>th</sup> corner common to sections 22 and 27 (monumented with a BLM brass cap).

Bearings are based on the Wyoming Coordinate System NAD 1983, East Central Zone.  
Distances are adjusted to surface by the Datum Adjustment Factor of 1.0003.

H:\WP\LD\T54N\2005\2005-101 60' Access Easement 2020.docx

# EXHIBIT "B"

60' WIDE ACCESS EASEMENT IN THE SW1/4, SECTION 22,  
 T54N, R85W, 6TH PM, SHERIDAN COUNTY, WYOMING



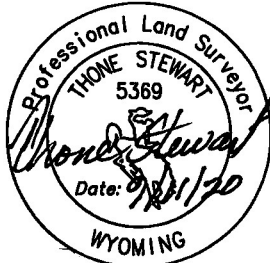
----- CL 60' WIDE ACCESS EASEMENT



SCALE: 1"=300'

BEARINGS ARE BASED ON THE WYOMING COORDINATE  
 SYSTEM NAD 1983, EAST CENTRAL ZONE  
 DAF: 1.0003  
 DISTANCES ARE SURFACE

I, THONE STEWART, A DULY REGISTERED LAND  
 SURVEYOR IN THE STATE OF WYOMING, DO HEREBY  
 STATE THAT THIS PLAT REPRESENTS THE RESULTS  
 OF A SURVEY MADE BY ME OR UNDER MY DIRECT  
 SUPERVISION.



## EXHIBIT "B"

CLIENT: BRET RHINESMITH  
 LOCATION: S1/2N1/2SE1/4SW1/4, SECTION 22, T54N, R85W,  
 6TH PM, AKA TRACT No.2 OF COUNTY LOT  
 DIVISION PERMIT #98-020, SHERIDAN COUNTY,  
 WYOMING.

**RESTFELDT**  
 SURVEYING  
 2340 WETLANDS DR., SUITE 100  
 PO BOX 3082  
 SHERIDAN, WY 82801  
 307-672-7415

JN: 2005-068  
 DN: 2005-068D-2020C3D  
 TBC: T2013-101 TGO  
 SEPTEMBER 11, 2020

## NO. 2020-764567 EASEMENT

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