



## ***SHARED SEPTIC EASEMENT AGREEMENT***

This easement agreement is made and entered effective March 27, 2020, by: (a) P & C, LLC, a Wyoming limited liability company (herein "Grantor"), and (b) THC, LLC, a Wyoming limited liability company, and its successors and assigns, and (c) SLY, LLC, a Wyoming limited liability company (herein collectively "Grantee"), the terms of which are as follows:

### ***RECITALS:***

***WHEREAS***, Grantor is the record owner of Lots 6, 8, 10, 12, 14 and 16 in Block 15, Town of Big Horn, Sheridan County, Wyoming (the "Burdened Property"), and THC, LLC is the record owner of Lot 2 in Block 15, Town of Big Horn, Sheridan County, Wyoming, and SLY, LLC is the record owner of Lot 4 in Block 15, Town of Big Horn, Sheridan County, Wyoming (the "Benefitted Property");

***WHEREAS***, a septic system (including leach field, tanks and pipelines) has been constructed so that the Benefitted Property's service lines connect the buildings thereon to run over/across Lot 6, to a shared septic system located upon the Burdened Property for the shared use and benefit of Grantor, Grantee and their respective successors and assigns in the Benefitted Property and Burdened Property (hereinafter known as the "Septic")

***WHEREAS***, the Grantor and Grantee agree to share the Septic system for both the Benefitted Property and Burdened Property;

**NOW THEREFORE**, pursuant to and in consideration of the mutual covenants herein contained, the parties agree as follows:

1. ***Grant of Easement.*** Grantor grants an easement under and across the Burdened Property in the location of the existing lines, tanks and system components for the Septic in favor and to the benefit of Grantee's Benefitted Property, together with the right of access over, across and under the easement areas illustrated on Exhibit A as "Shared Septic", attached hereto and incorporated herein by reference. The scope of easement rights granted herein is strictly limited to such access as is necessary for the operation, maintenance and repair of the shared Septic and specifically does not provide any other access or use rights upon the Burdened Property.
2. ***Use of Septic System.*** Both the Benefitted Property and the Burdened Property shall have the right of use of the shared Septic System for its intended use for 2 residential homes and conform to industry standards for materials to be flushed from the home into the shared Septic. Neither shall allow waste from their home to plug the shared system.
3. ***Costs.*** Should either owner damage the shared Septic system, the damaging owner shall pay for the repairs thereof. Other than damage caused by one party, the actual reasonable and necessary expenses of normal operation, maintenance, repair and replacement of the Septic System, and all parts, components and appurtenances to the shared system (outside the walls of each building on a lot) shall be borne by both parties equally. Such actual expenses shall be documented and exchanged by and between the parties at least annually. The parties shall communicate, share information, and cooperate in good faith concerning this Agreement and their respective rights and responsibilities under this Agreement at all relevant times. The



parties agree that written consent shall be obtained from each party or that party's designee, prior to incurring expense or other liability for any system maintenance, replacement or improvement, except in emergency situations. An emergency situation is defined as the failure of the blockage of disposal of waste in the Septic system.

The ordinary and reasonable costs associated with the shared Septic will be shared equally by the Grantor and the Grantee. The ordinary and reasonable costs associated with the regular maintenance and pumping out the septic tanks, when necessary, of the shared Septic shall be split equally by the Grantor and Grantee. However, should either Lot be sold and require the pumping of the septic system to accommodate that sale, the owner of the Lot being sold shall pay all costs of that pumping service.

4. ***Easement Benefits.*** The rights and obligations set out in this Agreement shall run with the land and be binding upon the heirs, successors and assigns of the parties.
5. ***Termination.*** Should any of the property benefitted or burdened herein be able to be served by a municipal sewer system at some point in the future, the parties agree that each will connect to the sewer service when available in any adjoining street and abandon the Septic system.
6. ***Default & Remedies.*** In the event that a party determines in good faith that there is or may be a material default attributable to the other party under the terms of this Agreement, the non-defaulting party shall provide written notice of such claim to the other party promptly in a signed writing pursuant to the notice provisions of this agreement. The party receiving such a notice shall, thereafter have twenty (20) consecutive calendar days to fully cure any existing material default and to notify the other party of such cure. No party may file any suit or other proceeding against the other party unless and until such notice and opportunity to cure have been fully provided. Any party who is required to provide such notice, does so, and then files suit or pursues any relevant administrative proceeding to enforce this Agreement, and who prevails in any such suit or proceeding, shall be entitled to recover their reasonable attorney fees and costs incurred to do so.
7. ***Miscellaneous terms.***
  - a. **Time of Essence.** Time is of the essence in the performance of all rights, duties and obligations under this Agreement.
  - b. **Entire Agreement.** This agreement and its associated easement together represent the entire integrated written agreement between the parties with respect to its subject matter and all prior agreements, understanding, discussions or negotiations shall be deemed fully merged herein.
  - c. **No Oral Modifications.** No amendments or modifications to this Agreement can be made or deemed to have been made unless made in a writing executed by all parties to this Agreement.
  - d. **Governing Law.** This Agreement shall be interpreted and enforced according to the laws of the State of Wyoming.
  - e. **Captions.** Titles and captions are inserted for convenience only and in no way define, limit, extend or describe the scope or intent of this First Right of Refusal or any of its provisions or in any other way be construed to affect the meaning or construction of this first Right of Refusal or any of its provisions or in any other way be construed to affect the meaning or construction of this First Right of Refusal or any of its provisions.
  - f. **Notices.** Whenever any notice, demand or request is required or permitted under this Agreement such notice, demand or request shall be in writing and shall be deemed to have been



properly given or served when delivered in person to the other party or on the third business day after being deposited in the United States mails, with adequate postage prepaid and sent by registered or certified mail with return receipt requested, to the addresses set forth below or at such other addresses on record with the Sheridan County Clerk's office.

- g. Additional Documents. The parties shall, promptly after request, execute and deliver to each other, any and all additional documents not specifically referred to herein but which are necessary, helpful, convenient or appropriate to fully effectuate the purposes of this Agreement.
- h. Judicial Interpretation. Should any provision of this Agreement require judicial interpretation, it is agreed that the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated jointly in the preparation of this Agreement with and through their own independent attorney.
- i. Waiver. The failure of any party to exercise any right or power given hereunder, or to insist upon strict compliance by the other party with its obligations set forth herein shall not constitute a waiver of either party's right to demand strict compliance with the terms and conditions of this Agreement.

DATED this 2nd <sup>April</sup> day of March, 2020.

**P & C, LLC,**

a Wyoming limited liability company

Collette Eliason  
 Collette Eliason

Pete Eliason  
 Pete Eliason

**THC, LLC,**

a Wyoming limited liability company

Tom C. Harper  
 Tom C. Harper

Holly D. Harper  
 Holly D. Harper

**SLY, LLC,**

a Wyoming limited liability company

Tom C. Harper  
 Tom C. Harper

STATE OF WYOMING )  
 ) SS.  
 COUNTY OF SHERIDAN )

This instrument was acknowledged before me on the 2nd day of April, 2020, by Tom C. Harper and Holly D. Harper, as members of THC, LLC, by Collette Eliason and Pete Eliason, as members of P & C LLC, and by Tom C. Harper as member of SLY, LLC.

My Commission Expires: 5-13-22

**NO. 2020-756979 EASEMENT**

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK  
 WILCOX ABSTRACT & TITLE GUARANTY A 307 W BURKITT ST  
 SHERIDAN WY 82801-4109

