



UNDERGROUND IRRIGATION WATER PIPELINE EASEMENT AGREEMENT

This Underground Irrigation Water Pipeline Easement Agreement is entered into by **Kevin D. Fox as Trustee of The Patricia B. Fox Revocable Trust, dated April 16, 1992, as amended and restated August 5, 2022, John Douglas Foster, Trustee of The John Douglas Foster Trust Under Trust Agreement Dated August 16, 2006, a/k/a John D. Foster Trust U.T.A.D. August 16, 2006, W. Cameron Forbes, Donald Cameron Bingham, Keenan Alexander Forbes, and Ellen Forbes Durkin** (all collectively “Grantor”) and **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)** (“Grantee”), whose address is 3460 Big Horn Avenue, Sheridan, Wyoming 82801.

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 Irrigation Water Pipeline Easement over and across Grantor’s land as described on **Exhibits C and D**, 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 **Exhibits C and D**, 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 **Exhibits C and D** 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 **Exhibits C and D**. Grantor reserves the right to use the Easement Property described on **Exhibits C and D** 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,

Irrigation Water Pipeline Easement

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 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 **Exhibits C and D** 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

Irrigation Water Pipeline Easement



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 **Exhibits C and D** 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

Irrigation Water Pipeline Easement



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. Attorney Representation. All parties understand and agree that Christopher M. Sherwood and Yonkee & Toner, LLP, Sheridan, Wyoming, only represent Kevin D. Fox as Trustee of The Patricia B. Fox Revocable Trust, dated April 16, 1992, as amended and restated August 5, 2022, and Christopher M. Sherwood and Yonkee & Toner, LLP, Sheridan, Wyoming do not, nor do they purport to, represent any other party as to this Easement Agreement or as to any other substantially related matter whatsoever.

18. 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.

19. 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 –

Irrigation Water Pipeline Easement

EXHIBIT A

Township 55 North, Range 84 West, 6th P.M., Sheridan County, Wyoming

Section 5: W1/2SE1/4; E1/2SW1/4

TOGETHER WITH all water and water rights, reservoirs and reservoir rights, ditches and ditch rights, wells and well rights appurtenant to or located on the above-described property, and all improvements, hereditaments, and appurtenances thereunto belonging to or appertaining thereto;

SUBJECT TO all exceptions, reservations, covenants, conditions, restrictions, easements, rights-of-way, and rights of record and subject to any state of facts which would be disclosed by an accurate survey or physical inspection of the premises and subject to all building, zoning, subdivision, or other regulations of any private or governmental entity.

EXHIBIT B

Record Owners: *Mary Joan Kramer (AKA Mary J. Kramer) & (AKA Mary M. Kramer)*

Re: (TOTAL: +/-233.48 ACRES)

Township 55 North, Range 84 West, 6th Principal Meridian

SECTION 5: Lot 1, Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$), and the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$), (Patent: June 10, 1891; 119.30 Acres) {Measured +/-119.78 Acres}

SECTION 5: Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$); **EXCEPT** a tract of land described in Warranty Deed, Document Number 2022-780727 {+/- 35.11 Acres}

SECTION 4: Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$); **EXCEPT** a tract of land described in Quitclaim Deed, Book 312, Page 159 {+/-38.60 Acres}

SECTION 9: Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$); **EXCEPT** a tract of land described in Quitclaim Deed, Book 312, Page 159 {+/- 39.99 Acres}

LEGAL DESCRIPTION
EXHIBIT "C"

August 20, 2025

Record Owners:

Patricia F. Drake, FKA Patricia B. Fox, Trustee

Keenan Alexander Forbes

Ellen Forbes Durkin

John D. Foster, Trustee

W. Cameron Forbes

Donald Cameron Bingham

Re: TWO – 15.0' UNDERGROUND IRRIGATION PIPELINE EASEMENTS

KRAMER NO.1

An underground irrigation pipeline easement fifteen (15.0) feet wide, being seven and one half (7.5) feet, each side of the following described centerline situated in the SW¼SE¼ of Section 5, Township 55 North, Range 84 West, 6th P.M., Sheridan County, Wyoming, as shown on **EXHIBIT "D"** 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 5 (Monumented with a 1½" Aluminum Cap per PLS 529); thence N75°19'44"E, 749.14 feet to the **POINT OF BEGINNING** of said easement; thence N86°42'38"E, 87.00 feet along said centerline to a point; thence S69°22'19"E, 444.43 feet along said centerline to a point, said point being seven and one half (7.5) feet north of the north right-of-way line of Carbon Hill Road; thence N89°55'38"E, 103.56 feet along said centerline, being seven and one half (7.5) feet north of and parallel to said north line of Carbon Hill Road to the **POINT OF TERMINUS** of said easement, said point lying on the east line of said SW¼SE¼, being N02°26'54"W, 38.25 feet from the southeast corner of said SW¼SE¼, Section 5 (Monumented with a 2" Aluminum Cap per PLS 6812). Lengthening or shortening the sidelines of said easement to intersect said boundary line.

Said underground irrigation pipeline easement contains 9,525 square feet of land, more or less. Bearings are Based on the Wyoming Coordinate System, NAD 1983, East Central Zone.

KRAMER NO.2

An underground irrigation pipeline easement fifteen (15.0) feet wide, being seven and one half (7.5) feet, each side of the following described centerline situated in the NW¼SE¼ of Section 5, Township 55 North, Range 84 West, 6th P.M., Sheridan County, Wyoming, as shown on **EXHIBIT "D"** attached hereto and by this reference made a part hereof; said centerline being more particularly described as follows:

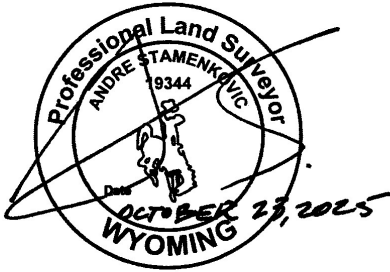
Commencing at the south quarter corner of said Section 5 (Monumented with a 1½" Aluminum Cap per PLS 529); thence N21°31'31"E, 1433.68 feet to the **POINT OF BEGINNING** of said easement; thence N53°43'56"E, 675.00 feet along said centerline to a point; thence, along said centerline through a curve to the right having a central angle of 32°44'06", a radius of 350.00 feet, an

arc length of 199.97 feet, a chord bearing of N70°05'59"E, and a chord length of 197.26 feet to the **POINT OF TERMINUS** of said easement, said point lying on the east line of said NW¼SE¼, being N02°26'54"W, 480.20 feet from the southeast corner of said NW¼SE¼, Section 5 (Monumented with a 2" Aluminum Cap per PLS 6812). Lengthening or shortening the sidelines of said easement to intersect said boundary line.

Said underground irrigation pipeline easement contains 13,125 square feet of land, more or less. Bearings are Based on the Wyoming Coordinate System, NAD 1983, East Central Zone.

SURVEYOR'S STATEMENT

I, Andre Stamenkovic, do hereby state that this legal description was prepared from notes taken during an actual field survey performed by me or under my direct supervision.



Modification in any way of the above or foregoing legal description terminates the liability of the surveyor.

NO. 2025-803276 EASEMENT

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
 WILCOX AGENCY
 SHERIDAN WY 82801

2025-803276 11/7/2025 4:07 PM PAGE: 16 OF 16
 FEES: \$57.00 RS EASEMENT
 EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK



SCALE: 1"=200'

BEARINGS ARE BASED ON THE
 WYOMING COORDINATE SYSTEM
 NAD 1983, EAST CENTRAL ZONE
 DATUM: NAD 83(1983), NAVD 88 (U.S. SURVEY FEET)
 DAF: 1.000235
 DISTANCES ARE SURFACE

RECORD OWNERS:
 PATRICIA F. DRAKE, FKA PATRICIA B. FOX, TRUSTEE
 KEENAN ALEXANDER FORBES
 ELLEN FORBES DURKIN

$\Delta=32'44''06''$
 $R=350.00'$
 $L=199.97'$
 $CB=N70'05''59''E$
 $CL=197.26'$

POINT OF
 TERMINUS

RECORD OF SURVEY
 DRAWER "A"
 PLAT NUMBER "721"

DITCH

15.0'
 UNDERGROUND
 IRRIGATION
 PIPELINE EASEMENT
 (KRAMER NO.2)
 ±13,125 SF

SE1/16

LEGEND:

- FOUND 2" ALUMINUM CAP PER PLS 6812
- FOUND 1-1/2" ALUMINUM CAP PER PLS 529
- CALCULATED: NOTHING FOUND/NOTHING SET
- - - - - APPROXIMATE CENTERLINE OF DITCH
- — — — — DEED LINE
- — — — — SECTION LINE
- - - - - INTERIOR SECTION LINE
- — — — — CENTERLINE OF EASEMENT
- - - - - EASEMENT LINE
- - - - - COUNTY ROAD RIGHT-OF-WAY LINE

COLONY

COLORADO

N21'31'31"E

1433.68'

SW1/4SE1/4

1283.26'

RECORD OWNERS:
 DUANE & KATIE CHARLSON, TRUSTEES
 (2022-780727)

N02'26'54"W

N75'19'44"E

749.14'

CARBON HILL

N86'42'38"E
 87.00'

±9,525 SF
 (KRAMER NO.1)
 15.0' UNDERGROUND
 IRRIGATION
 PIPELINE EASEMENT

POINT OF
 BEGINNING

S69'22'19"E

S89'55'38"W
 103.56'

POINT OF
 TERMINUS

N02'26'54"W
 38.25'

1/4 5

S89'59'49"W

1332.70'

ROAD

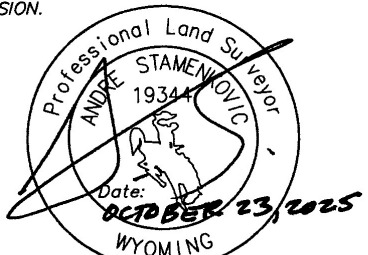
E1/16

SURVEYOR'S CERTIFICATE

STATE OF WYOMING : ss
 COUNTY OF SHERIDAN : ss
 I, ANDRE STAMENKOVIC, 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 "D"
**15.0' UNDERGROUND
 IRRIGATION
 PIPELINE EASEMENTS**

CLIENT: MARK KRAMER & KAREN HANSEN
 LOCATION: THE E1/2SE1/4 OF SECTION 5, TOWNSHIP 55
 NORTH, RANGE 84 WEST, 6TH P.M., SHERIDAN
 COUNTY, WYOMING



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

JN: 2023-038 SJ: 4
 DN: 2023-038-SJ4
 TAB: ESMT-2
 PF: T2023-038
 REVIEWED BY: TDT
 AUGUST 20, 2025

"PLAT IS VALID ONLY IF PRINT HAS
 ORIGINAL SIGNATURE OF SURVEYOR SIGNED AND DATED"