

EASEMENT AND RIGHT-OF-WAY DEED

KNOW ALL MEN BY THESE PRESENTS, for and in consideration that the City of Lander shall permit water user, or their heirs and assigns, to connect up to two 1-inch water taps for residences or buildings for use at 1631 Sinks Canyon Road, to the City water system, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and upon the terms, covenants and conditions contained hereinafter, William James Espinoza and Ann Marie Espinoza as Trustees of the Espinoza Family Revocable Trust, dated February 1, 2024, a resident of Fremont County, Wyoming, hereinafter collectively referred to as GRANTORS, hereby grants, bargains, sells, transfers, delivers, warrants and conveys unto the CITY OF LANDER, a Wyoming municipal corporation, of 240 Lincoln Street, Lander, Wyoming 82520, hereinafter referred to as the GRANTEE, its successors, transferees and assigns, a perpetual easement for the use and purpose of constructing and operating underground utility lines and appurtenances therein and thereon as part of GRANTEE'S utility network and for such purpose the GRANTEE shall have the right to enter upon the easement hereinafter described, at any time GRANTEE may see fit and along the described easement to construct, inspect, maintain, alter, replace, repair, build, construct roads, and install utility lines and appurtenant facilities thereto or enlarge said pipe line and the right to convey water through such pipe lines, on, over, under, across the easement herein granted to GRANTEE, together with the right to excavate and refill ditches and trenches for the installation of the pipe lines and in addition for the repairs, maintenance, and replacement of said pipe lines and the right to remove trees, bushes, undergrowth, fences, structures, and any and all other obstacles and structures interfering with the location, construction and maintenance of said pipe line.

The easement being conveyed by GRANTORS to the GRANTEE by this instrument is situated in the County of Fremont in the State of Wyoming, and the said easement is set forth and more particularly described and set forth on Exhibit "A" and Exhibit "B" attached hereto and by this reference made of part hereof and incorporated herein by this reference.

The GRANTORS agree and covenant that they shall not place any trees, bushes, undergrowth, or construct any type of buildings, sheds or any other obstructions upon or under the easement which would interfere with GRANTEE'S use of said easement. The GRANTEE has the right to remove trees, bushes, undergrowth, buildings, sheds, structures, and other obstructions interfering with the location, construction, repair and maintenance of the utility lines within the easement without repairing or replacing any obstructions. GRANTEE shall repair any underground, or above ground, irrigation appurtenances damaged during installation, repair, or maintenance of said utility lines on said easement.

GRANTORS further grant to the GRANTEE, its employees, contractors, representatives and agents the right of ingress and egress to and from the permanent easement for any and all purposes necessary and incident to the exercise of the rights hereby grant to the GRANTEE by this conveyance. GRANTOR shall, in no way, hinder or prevent the proper and reasonable use and enjoyment of said easement by GRANTEE. GRANTOR shall not withhold access to the easement by GRANTEE, its employees, contractors and agents.

The grant of this easement shall run with the land as described on Exhibit "A" and Exhibit "B" attached hereto and shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns.

The duration of this easement herein granted shall be perpetual and irrevocable.

Subject to the above terms and conditions, the GRANTORS reserve the right to use said land for any and all purposes, provided said use does not violate the above conditions and said use does not prevent the exercise by said GRANTEE of the easement granted by this instrument.

GRANTORS do hereby waive and release all rights under and by virtue of the homestead exemption laws of the State of Wyoming insofar as affected by this conveyance.

The GRANTORS, either personally or through their duly authorized representatives, have executed this Easement on the dates set out below, and certify that they have read, understand, and agree to the terms and conditions of this Easement Grant.

DATED this ____ day of _____, 2024

William James Espinoza as Trustee of the Espinoza Family Revocable Trust DATED February 1, 2024

Ann Marie Espinoza as Trustee of the Espinoza Family Revocable Trust DATED February 1, 2024

STATE OF WYOMING }
COUNTY OF FREMONT } *ss.*

Subscribed and sworn to before me by Trustee of the Espinoza Family Revocable Trust, dated February 1, 2024 on this _____ day of _____, 2024.

Witness my hand and official seal:

Notary Public
My Commission Expires_____

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

Subscribed and sworn to before me by Trustee of the Espinoza Family Revocable Trust, dated February 1, 2024, on this _____ day of _____, 2024.

Witness my hand and official seal:

Notary Public
My Commission Expires_____