

PERPETUAL EXCLUSIVE GRANT OF EASEMENT

THIS PERPETUAL EXCLUSIVE GRANT OF EASEMENT AGREEMENT (“Agreement”) is made by and between **The Town of Saratoga, a Wyoming municipal corporation**, hereinafter referred to as “Grantor”, and **Jodi Marie Elnicki, Nisha Marie Bonanno, and Audrey Leigh Francis**, hereinafter collectively referred to as “Grantee”;

WHEREAS, Grantor owns certain real property specifically described on Exhibit “A” attached hereto and made a part hereof by this reference (“Town Property”); and

WHEREAS, Grantee, for themselves and any subsequent legal owners, wishes to obtain a full, complete, and unequivocal legal right to use a portion of the Town Property for part of its existing shop that was inadvertently built on the Town Property and to assure a perpetual unrestricted use of said portion of Town Property (said portion of Town Property specifically described on Exhibit “B” attached hereto and made a part hereof by this reference) for the benefit of the Benefitted Property (said Benefitted Property is specifically described on Exhibit B attached hereto), its owners and any subsequent legal owners;

NOW, THEREFORE, for good and valuable consideration, Ten Dollars (\$10.00), and including the above recitals which shall be deemed to be a substantive part of this Agreement, the legal adequacy and sufficiency and receipt whereof is hereby acknowledged, Grantor hereby grants to Grantee a perpetual easement as described on Exhibit C attached hereto and made a part hereof by this reference.

1. USE. Such Easement shall be for the Grantee’s existing shop on the above-described easement (Exhibit C), subject to the following conditions:

a. Use Exclusive. The Easement is exclusive. The Grantee has the sole right to use the Easement for the sole purpose of its existing shop.

b. Parties Not Liable. None of the parties hereto shall be liable or responsible for any injury to persons, including loss of life, or for any damage to or loss of property, suffered by any person using the Easement and the road therein.

c. Assumption of Risk. Each of the parties hereby assume all risk, whether known or unknown, now existing or hereafter occurring, in any manner whatsoever arising out of or relating to this agreement or the use of the easement herein described.

d. Destruction of Shop. If the existing shop currently located on the property (Exhibit B) and on the Easement (Exhibit C) shall be substantially destroyed or demolished, any rebuild of the shop must be in conformance with current municipal zoning requirements, including setbacks, and this Easement shall terminate upon the Grantor’s recordation of an Affidavit regarding total destruction of the shop.

e. Costs. All costs related to the maintenance, upkeep, and alterations of the shop shall be borne by the Grantee.

2. This Agreement may be modified only by a written agreement, duly executed and acknowledged by the parties hereto, or any subsequent legal owners, and recorded in land office of the Carbon County Clerk, Carbon County, Wyoming.

3. PARTIES' INTENT. It is the express intent of the parties hereto that their use of the Easement shall be limited to the existing shop. None of the parties shall have any additional rights incident to this grant of Easement.

4. BURDEN AND BENEFIT. This Agreement shall inure to the benefit of and shall be binding upon the devisees, heirs, personal representatives, administrators, successors and assigns of the parties hereto. The easement hereby conveyed shall be appurtenant to, burden and run with the land of the respective parties described herein, except as provided in paragraph 1(d) herein. The Easement shall be for the benefit of and appurtenant to those lands of Benefitted Property described on Exhibit "B".

5. BREACH. In the event either Grantor or Grantee breach the terms, provisions and conditions of this Agreement, then, and in such event, the non-breaching party may recover such damages as may be proper, or may sue for specific performance, or both. In the event any legal action or other proceedings are brought for the enforcement of this Agreement, or because of an alleged dispute, breach or default, the prevailing party shall be entitled to recover reasonable attorney's fees and other costs incurred in such action or proceeding, in addition to any other relief to which such party may be entitled.

6. GOVERNMENTAL IMMUNITY. The Grantor, Town of Saratoga, does not waive governmental immunity by entering into this Agreement, and specifically retains all immunities and defenses available to each as a governmental entity and all other applicable laws. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

WITNESS MY HAND this ____ day of _____, 2025.

Grantor:

Town of Saratoga
Mayor Chuck Davis

STATE OF WYOMING)
 :ss
COUNTY OF CARBON)

Subscribed in my presence and sworn to before me by **Chuck Davis, Mayor of the Town of Saratoga**, this _____ day of _____, 2025.

Witness my hand and official seal.

Notary Public

My commission expires: _____.

Exhibit A

Grantor's Property

Certain property known as South 4th Street, Saratoga, Wyoming, which runs North to South, South of West Elm Avenue. Said street being approximately 60 feet wide (East to West) and 160 feet long (North to South).

Certain property is further depicted as the red highlighted portion below:



Exhibit B

Grantee's Property

Lots 5 and 6, Block 3, Glenroy Addition to the Town of Saratoga, Carbon County, Wyoming.

AND

All Lots 1, 2 and 3, Block 1, Glenroy Addition to the Town of Saratoga, Carbon County, Wyoming.

Exhibit C

Easement

A 2.6 ft. strip of land adjacent to Lot 6, Block 3 of the Glenroy Addition to the Town of Saratoga, Carbon County, Wyoming, more completely described as follows:

Beginning at the Northwest corner of said Lot 6; Thence Southerly along the West Line of said Lot 6, 120 ft. more or less to the Southwest corner of said Lot 6;
Thence Westerly at right angles to the last course. 2.6 ft. to a point;
Thence Northerly 120 ft., more or less, parallel with and 2.6 ft. West of the West line of Lot 6 to a point on the South line of Elm Street;
Thence Easterly, 2.6 ft. to the point of beginning, said strip containing 312 sq. ft., more or less.