



## **VIEW SHED AGREEMENT AND EASEMENT**

The undersigned, **Alan E. Smith, Jr. and Amberlee H. H. Smith, husband and wife, GRANTORS**, being the owners of land situate in the County of Sheridan, State of Wyoming, described on Exhibit A, do hereby grant and convey to **Alvin A. Krug and Linda S. Everhart, husband and wife, GRANTEES**, for valuable consideration exchanged, a view easement across and upon the following described property to-wit:

**All of that portion of land described on Exhibit A which lies within Section 27, Township 55 North, Range 84 West of the 6<sup>th</sup> P.M., Sheridan County, Wyoming.**

Which is estimated to be the eastern 17+/- acres;

And which easement is for the benefit of the following property owned by the Grantees: **Tract 2 of Belden Subdivision.**

### **I. RESTRICTIONS.**

The easement hereby granted prohibits use of the land subject to the easement as enumerated below, or any use which otherwise does not comport with the parties' intent to preserve the view shed for the grantees of the natural character of the land:

- A. No structure, corral, or improvement will be built upon the easement;
- B. No storage of equipment, materials (organic or inorganic), or supplies upon the easement;
- C. No plants taller than six feet (6') when measured from ground to tip shall be placed upon the easement;
- D. No activity which destroys or materially alters or disturbs the natural character of the land subject to the easement.

If a particular use, not specifically prohibited, is thought to be consistent with the intent of the parties in entering into this agreement because it would minimally impact the protected view or character of the land, the Grantors shall seek and obtain written permission from the Grantees prior to making such use of the land.

## II. ENFORCEMENT

The terms of this agreement may be enforced by Grantees or someone lawfully claiming through either of them. Enforcement may be by any appropriate proceeding at law or in equity by either Grantee, against any Person violating or attempting to violate such provisions, either to restrain such violations, to enforce liability, or to recover damages, or by any appropriate proceeding at law or in equity against the property subject to the easement. Grantees shall be entitled to receive all reasonable attorney's fees and all other costs incurred in enforcing this agreement. Grantees shall not be liable for failure to enforce said provisions, and failure to enforce any provision of this Declaration shall not be deemed a waiver of the right to do so thereafter.

## III. DURATION AND TERMINATION

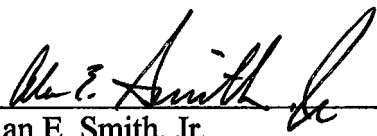
This easement is hereby granted as a covenant running with the land. The easement shall terminate upon the earliest of the following:

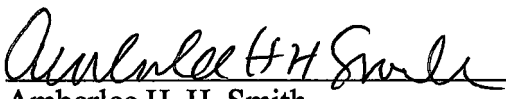
- 1) upon written agreement of the parties or their successors in interest;
- 2) 15 years from the recording date of this instrument; or
- 3) transfer (whether voluntary, or by operation of law) of the benefited parcel resulting in neither Alvin A. Krug nor Linda S. Everhart retaining any interest therein.

Provided, however, that any action pending to enforce the terms of this agreement shall not be waived or forfeited by the termination of the easement under either #2 or #3 above.

Dated this 20<sup>th</sup> day of February, 2013.

GRANTORS:

  
Alan E. Smith, Jr.

  
Amberlee H. H. Smith

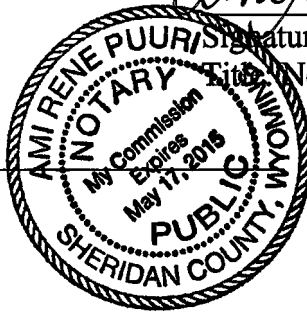


State of Wyoming )  
 )ss  
County of Sheridan )

The foregoing instrument was acknowledged before me by Alan E. Smith, Jr. and Amberlee H. H. Smith, this 20th day of February 2013.

Witness my hand and official seal.

My Commission Expires \_\_\_\_\_



Ami Rene Puuri  
Signature of Notarial Officer  
Title: Notary Public

GRANTEES

Alvin A. Krug  
Alvin A. Krug

Linda S. Everhart  
Linda S. Everhart

State of Wyoming )  
 )ss  
County of Sheridan )

The foregoing instrument was acknowledged before me by Alvin A. Krug and Linda S. Everhart, this 20th day of February 2013.

Witness my hand and official seal.

My Commission Expires \_\_\_\_\_



Ami Rene Puuri  
Signature of Notarial Officer  
Title: Notary Public

**EXHIBIT A**

A tract of land located in Sections 27 and 28, Township 55 North, Range 84 West of the 6<sup>th</sup> P.M., Sheridan County, Wyoming, described as follows:

Beginning at the NW corner of Section 27, thence S89°54'E, 701 feet; thence S0°10'E, 1,225 feet; thence N89°34'W, 707 feet; thence North 141 feet; thence S89°50'W, 1,038 feet; thence N0°14'W, 416 feet; thence S89°35'W, 280 feet; thence N0°03'E, 661 feet; thence N89°39'E, 1321 feet to the point of beginning.

Except the following tracts:

A tract of land located in the NW1/4NW1/4 of Section 27, Township 55 North, Range 84 West, Sheridan County, Wyoming, described as follows: Beginning at a point located S33°06'10"E, 896.61 feet from the Northwest corner of said Section 27; thence N89°51'11"E, 210.48 feet to a point; thence S0°8'48"E, 243.50 feet to a point; thence N70°59'22"W, 222.84 feet to a point; thence N0°8'48"W, 170.37 feet to the point of beginning.

A tract of land situated in the NW1/4NW1/4 of Section 27, Township 55 North, Range 84 West of the 6<sup>th</sup> P.M., Sheridan County, Wyoming, described as follows: Beginning at a point which is located S28°00'29"E, 1043.69 feet from the Northwest corner of said Section 27; thence S16°45'08"W, 318.67 feet to a point; thence S89°34'00"E, 303.20 feet to a point; thence N0°10'00"W, 234.86 feet to a point, thence N70°59'22"W, 222.84 feet to the point of beginning.

Except the following tract:

A tract of land situated in the NE1/4NE1/4 of Section 28, Township 55 North, Range 84 West of the 6<sup>th</sup> P.M., Sheridan County, Wyoming; said tract more particularly described as follows: Commencing at the Northeast corner of said Section 28; thence S43°38'25"W, 1501.52 feet to the POINT OF BEGINNING of the herein described tract, said point being the Southwest corner of a tract of land described in Book 250 of Deeds, Page 602; thence N89°34'11"E, 178.22 feet along the south line of said tract described in Book 250 of Deeds, Page 602 to a point; thence N56°31'07"W, 214.96 feet along a fence line to a point, said point lying on the west line of said tract described in Book 250 of Deeds, Page 602; thence S00°31'00"E, 119.93 feet along said west line to the POINT OF BEGINNING.

**NO. 2013-702915 EASEMENT**

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK  
SCTIA  
SHERIDAN WY 82801