

## RECORDING INFORMATION ABOVE

**EASEMENT AGREEMENT**

That for and in consideration of the sum of Ten Dollars (\$10.00) and/or other valuable considerations, the receipt of which is hereby acknowledged and confessed, the undersigned, Dixie J. See, Trustee of the Dixie J. See Trust Under Agreement Dated February 14, 1994, herein referred to as ("Grantor"), does hereby grant and convey unto The City of Sheridan, Wyoming, whose address is 55 Grinnell Plaza, P.O. Box 848, Sheridan, WY 82802, its successors and assigns, herein referred to as ("Grantee") a perpetual non-exclusive easement to construct, modify, add to, maintain, and remove structures and other appurtenances, including but not limited to telecommunications facilities, electrical and gas facilities, from time to time, as Grantee may require upon, over, under and across the following described property situated in the County of Sheridan, State of Wyoming, which Grantor owns or in which Grantor has an interest in the following described ("Easement Area"), to wit:

An easement which is described in its entirety on EXHIBIT "A" which is attached hereto and by this reference made a part hereof and is shown on Exhibit "B" which is attached hereto and by this reference made a part hereof, which said easement is located in a tract of land situated in Lot C, Block 12 of the Corrected Plat, Grinnell Addition to the City of Sheridan, Sheridan County, Wyoming.

Grantor further conveys to Grantee the right of ingress and egress to and from the Easement Area during all periods of construction, maintenance, installation, reinforcement, repair and removal over and across Grantor's lands with the right to clear and keep cleared all obstructions as may be necessary for Grantee's use and enjoyment of the Easement Area.

Grantor covenants that Grantor is the fee simple owner of the Easement Area or has an interest in the Easement Area and the Grantor will cooperate with the Grantee to defend title to the Easement Area against all claims and to clear the title if necessary. The Grantor shall be responsible to pay all costs for quiet title actions, court orders, and any similar expenses incidental to conveying the property to the Grantee.

Grantor hereby covenants that no excavation, structure or obstruction will be constructed or permitted on the Easement Area and no change will be made by grading or otherwise that would adversely affect Grantee's use and enjoyment of the Easement Area.

Grantor will remain responsible for any and all snow removal in accordance with the City of Sheridan's guidelines and ordinances.

Grantor at her sole expense shall be responsible for the removal and relocating of the existing advertising sign that presently is located within the easement area prior to the start of construction adjacent to Grantor's property. Grantor shall have 60 days from the date of this Easement Agreement to removed and relocate the advertising sign. Should the advertising sign still remain within the easement area after the 60 days, the Grantee's contractor shall have the right to remove said sign and stockpile the materials on the adjacent Grantor's property outside the easement area. Should the Grantee's contractor remove the advertising sign, the Grantee nor its contractor shall be held responsible as to what condition the advertising sign is removed and stockpiled on the Grantor's adjacent land, however every attempt will be made in which to remove the advertising sign with the least amount of damage, but the Grantor shall accept the removal and stockpiling of the sign in as condition.

Grantee shall construct a type of curbing adjacent to the Grantor's property, beginning at the most southeasterly point of the easement area being granted, more or less, then continuing along and adjacent to southeasterly property line of the Grantor to the Southeast corner of Lot C to allow vehicles to travel over the curbing from the parking lot. The Grantor shall allow permission to the Grantee's contractor to enter upon the Grantor's property outside of the City of Sheridan property line to slope, blend and construct the new curb and gutter to accommodate traffic from the Grantor's parking lot.

609717 EASEMENT  
BOOK 496 PAGE 0038  
RECORDED 05/21/2008 AT 12:10 PM  
AUDREY KOLTISKA, SHERIDAN COUNTY CLERK

Grantee shall have no responsibility for environmental contamination, which is either pre-existing or not caused by Grantee. It is further understood by Grantor, which in accordance to the American Disability Act (ADA) and in keeping in compliance with the regulations, that in order to properly maintain said ramps the ADA requires the City of Sheridan to obtain an easement for said ramps.

In the event of physical damage caused by the Grantee's contractor to the Grantor's property, including the improvements thereon outside of the easement area being granted, the Grantee agrees to use its best efforts and the remedies available to it, to facilitate prompt resolution of issues and disputes arising out of damage which occurs to the Grantor's property on the above referenced project. The City of Sheridan does not waive any sovereign immunity by entering into this Agreement, and specifically retain immunity and all defenses available to them pursuant to Wyoming State Statutes and any and all other Wyoming State Laws.

Grantor upon the attachment of the proper signature and dated, the rights, conditions and provisions of this Agreement shall run with the land and shall inure to the benefit of and be binding upon the Grantor and their respective heirs successors, assigns and representatives.

*Dixie J. See*  
Dixie J. See, Trustee, Grantor

Dated: 2/21, 2008

#### ACKNOWLEDGEMENT

STATE OF WYOMING )  
 ) ss:  
COUNTY OF SHERIDAN )

The foregoing instrument was acknowledged before me this 21st day of February, 2008 by Dixie J. See, Trustee.

Witness my hand and official seal:

My Commission Expires: 9/7/2010  
[Notary Seal]

*Marjorie L. Carter*  
Notary Public



INTENTIONALLY LEFT BLANK

**EXHIBIT "A"**

**Record Owner: Dixie J. See, Trustee**  
**October 17, 2007**

**Re: Right-of-Way Acquisition to the City of Sheridan**

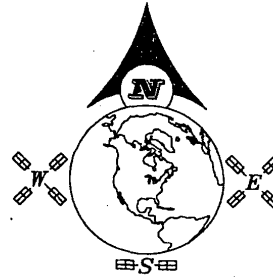
A tract of land situated in Lot C, Block 12, of the Corrected Plat, Grinnell Addition to the City of Sheridan, Sheridan County, Wyoming, as shown on **EXHIBIT "B"** attached hereto and by this reference made a part hereof; said tract being more particularly described as follows:

Commencing at the southeast corner of said Lot C (Monumented with a 2" Aluminum Cap per PLS 6812); thence N89°26'20"W, 7.20 feet along the northerly right-of-way line of Alger Avenue to a point; thence N80°54'14"W, 49.47 feet along said northerly right-of-way line to the **POINT OF BEGINNING** of said tract; thence, continue N80°54'14"W, 4.00 feet along said northerly right-of-way line to a point, said point lying on the easterly right-of-way line of Brooks Street; thence N02°38'05"W, 4.00 feet along said easterly right-of-way line to a point; thence S41°46'10"E, 6.21 feet to the **POINT OF BEGINNING** of said tract.

Said tract contains 8 square feet of land more or less.

Basis of Bearings is the Wyoming Coordinate System, NAD 1983, East Central Zone.

# EXHIBIT "B"



SCALE: 1"=10'

BASIS OF BEARINGS IS WYOMING STATE PLANE  
(EAST CENTRAL ZONE)

DATUM: NAD 83(1993), NAVD 88 (U.S. FEET)

PAF: 1.000235

DISTANCES ARE SURFACE

## LEGEND:

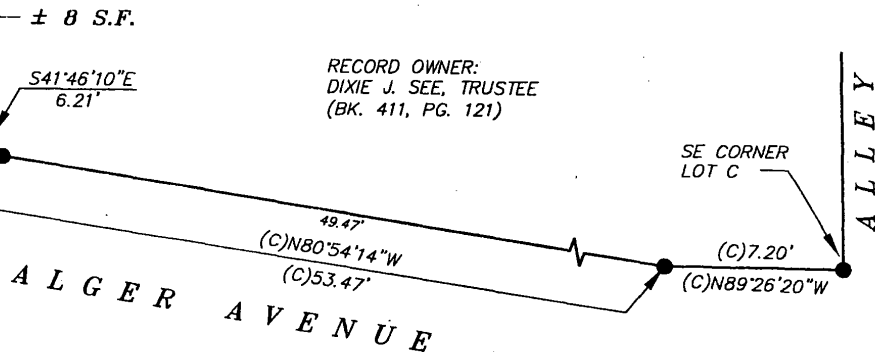
- FOUND 2" ALUMINUM CAP PER PE&LS 3159
- SET 2" ALUMINUM CAP PER PLS 6812
- (M) MEASURED
- (R) RECORD
- (C) CALCULATED
- ACQUISITION LINE
- LOT/BLOCK OR DEED LINE

BROOKS STREET

(M) N02°38'05"W 226.76'  
(R) N02°39'07"W (M) 230.76'  
(R) 230.84'

LOT C, BLOCK 12,  
CORRECTED PLAT,  
GRINNELL ADDITION

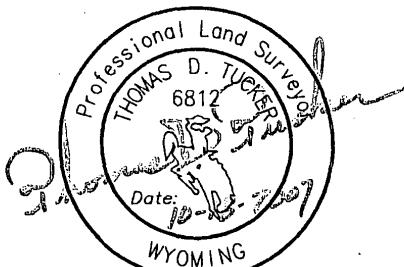
RECORD OWNER:  
DIXIE J. SEE, TRUSTEE  
(BK. 411, PG. 121)



## SURVEYOR'S CERTIFICATE

STATE OF WYOMING  
COUNTY OF SHERIDAN :SS

I, THOMAS D. TUCKER, 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.



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

## EXHIBIT "B" RIGHT-OF-WAY ACQUISITION

CLIENT: CITY OF SHERIDAN & VISTA WEST ENGINEERING

LOCATION: A PORTION OF LOT C, BLOCK 12, CORRECTED  
PLAT, GRINNELL ADDITION, TO THE CITY OF SHERIDAN,  
SHERIDAN COUNTY, WYOMING.



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307-672-7415  
FAX: 674-5000

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JN: 26073  
DN: 2006/2006073E  
TAB: ESMT-3  
PF: T2006073  
OCTOBER 18, 2007