

ENCROACHMENT EASEMENT AGREEMENT

This Encroachment Easement Agreement is made and entered into this 2 day of September, 2017, by **Johnnie B. Carnahan**, Grantor, and **Greg R. Loftus, Janet E. Loftus, husband and wife, and Jake M. Loftus, a single person**, all as joint tenants with rights of survivorship, Grantees.

WHEREAS, Grantees are the owners of real property located in Sheridan County, Wyoming, to-wit:

Lot 13 and the North 15 feet of Lot 12, Block 4, Sheridan Gardens Addition to the Town, now City of Sheridan, Sheridan County, Wyoming.

Commonly known as 1631 Warren Ave., Sheridan, Wyoming; and,

WHEREAS, Grantor is the owner of real property located in Sheridan County, Wyoming, to-wit:

Lot 11 and the South 35 feet of Lot 12, Block 4, Sheridan Gardens Addition to the Town, now City of Sheridan, Sheridan County, Wyoming.

Commonly known as 1661 Warren Ave., Sheridan, WY 82801; and,

WHEREAS, Grantees have a garage which encroaches onto Grantor's property;

WHEREAS, it is the desire of the foregoing owners and the intent of this agreement to provide for permissive use of the area of Grantor's property where the Grantees' garage encroaches;

NOW, THEREFORE, in consideration of the mutual covenants and benefits herein contained, the parties hereby agree:

Grantor grants to Grantees an easement for the encroaching garage structure, as described and set forth on Exhibit "A" attached hereto;

FURTHER, the provisions hereof shall be binding upon and inure to the benefit and detriment of the administrators, heirs, successors and assigns of the parties hereto.

FURTHER, Grantees, and their successors in interest, shall be solely responsible, for any expense of maintaining the improvement and all risk of loss.

FURTHER, if the garage is ever destroyed or removed, this agreement shall be terminated, and Grantees specifically acknowledge and agree that any new garage will be constructed entirely upon the real property owned by Grantees.

FURTHER, this agreement shall only be modified or terminated by written instrument recorded in the records of the Sheridan County Clerk and Recorder; and,

THE undersigned 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.

IN WITNESS WHEREOF, the undersigned hereto have executed this Easement Encroachment Agreement.

Greg R. Loftus
Greg R. Loftus

Janet E. Loftus
Janet E. Loftus

Jake M. Loftus *see next page*
Jake M. Loftus

Johnnie B. Carnahan
Johnnie B. Carnahan

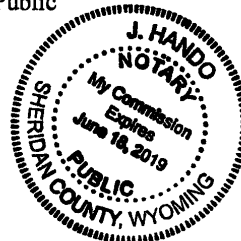
State of Wyoming)
)ss
County of Sheridan)

The foregoing instrument was acknowledged before me by Greg R. Loftus, this 8 day of September 2017.

Witness my hand and official seal.

J. Hand
Signature of Notarial Officer
Title: Notary Public

My Commission Expires: 6-18-19



State of Wyoming)
)ss
County of Sheridan)

The foregoing instrument was acknowledged before me by Janet E. Loftus, this 7 day of September 2017.

Witness my hand and official seal.

J. Hand
Signature of Notarial Officer
Title: Notary Public

My Commission Expires: 6-18-19



State of Wyoming)
)ss
County of Sheridan)

The foregoing instrument was acknowledged before me by Jake M. Loftus, this 1
day of September 2017.

Witness my hand and official seal.

Signature of Notarial Officer
Title: Notary Public

My Commission Expires: _____

State of Wyoming)
)ss
County of Sheridan)

The foregoing instrument was acknowledged before me by Johnnie B. Carnahan, this
7 day of September, 2017.

Witness my hand and official seal.

Jhando

Signature of Notarial Officer
Title: Notary Public

My Commission Expires: 6.18.19



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BOOK: 569 PAGE: 41 FEES: \$27.00 HM EASEMENT
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

THE undersigned 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.


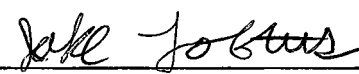
IN WITNESS WHEREOF, the undersigned hereto have executed this Easement Encroachment Agreement.



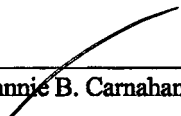
Greg R. Loftus



Janet E. Loftus

Jake M. Loftus



Johnnie B. Carnahan

State of Wyoming)
)ss
County of Sheridan)

The foregoing instrument was acknowledged before me by Greg R. Loftus, this ____ day of September 2017.

Witness my hand and official seal.

Signature of Notarial Officer
Title: Notary Public

My Commission Expires: _____

State of Wyoming)
)ss
County of Sheridan)

The foregoing instrument was acknowledged before me by Janet E. Loftus, this ____ day of September 2017.

Witness my hand and official seal.

Signature of Notarial Officer
Title: Notary Public

My Commission Expires: _____




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EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

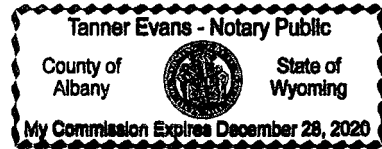
State of)
)ss
County of)

The foregoing instrument was acknowledged before me by Jake M. Loftus, this 6
day of September 2017.

Witness my hand and official seal.


Signature of Notarial Officer
Title: Notary Public

My Commission Expires: 12/28/2020



State of Wyoming)
)ss
County of Sheridan)

The foregoing instrument was acknowledged before me by Johnnie B. Carnahan, this
____ day of September, 2017.

Witness my hand and official seal.

Signature of Notarial Officer
Title: Notary Public

My Commission Expires: _____

**LEGAL DESCRIPTION
EXHIBIT "A"**

Record Owners: James R. Carnahan & Johnnie B. Carnahan
August 16, 2017

Re: USE AGREEMENT, from James R. Carnahan & Johnnie B. Carnahan to Jake M. Loftus

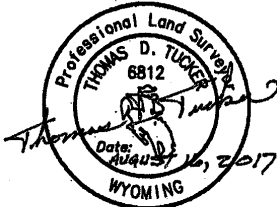
A use agreement being a tract of land situated in Lot 12, Block 4, Sheridan Gardens Addition to the City of Sheridan, Sheridan County, Wyoming; said tract of land being more particularly described as follows:

Commencing at the northwest corner of said Lot 12; thence S00°42'29"E, 15.00 feet along the west line of said Lot 12 to a point, said point being the southwest corner of a tract of land described in Book 552 of Deeds, Page 643 (Monumented with a 2" Aluminum Cap per PE&LS 3159); thence N89°22'34"E, 74.03 feet along the south line of said tract described in Book 552 of Deeds, Page 643 to the **POINT OF BEGINNING** of said tract; thence, continue N89°22'34"E, 24.00 feet along said south line of said tract described in Book 552 of Deeds, Page 643 to a point, said point being S89°22'34"W, 42.07 feet from the southeast corner of said tract described in Book 552 of Deeds, Page 643 (Monumented with a 2" Aluminum Cap per PE&LS 3159); thence S00°37'26"E, 1.50 feet to a point; thence S89°22'34"W, 24.00 feet to a point; thence N00°37'26"W, 1.50 feet to the **POINT OF BEGINNING** of said tract.

Said tract contains 36 square feet of land, more or less.
Bearings are Based on the Wyoming Coordinate System, NAD 1983, East Central Zone.

SURVEYOR'S STATEMENT

I, Thomas D. Tucker, 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 liability of the surveyor.

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EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

NO. 2017-737335 EASEMENT

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
SCTIA
SHERIDAN WY 82801