

RECORDING INFORMATION ABOVE

EASEMENT AGREEMENT

The undersigned **Engineering Properties, LLC.**, referred to as the ("Grantor") for and in consideration of Ten Dollars ( \$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto **The City of Sheridan ("Grantee")**, its successors, assigns, affiliates, lessees, licensees, and agents, a perpetual non-exclusive easement to construct, modify, add to, maintain, and remove such art pad and or bench, and other appurtenances, 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 ("Easement Area"), to wit and illustrated in Exhibit "A":

Grantor hereby grants a easement for installing art pad and or a bench located on said properties, and being located in the NE ¼ of the SE ¼ section 22, Township 56N Range 84 West, 6<sup>th</sup> PM, Sheridan County, Wyoming, also of record being in the SE ¼ of the SE ¼ section 22, Township 56N Range 84 West, 6<sup>th</sup> PM, Sheridan County, Wyoming, also of record being in the Sheridan Land Company Addition (Sub-Div of Block 6) Block 6 Lot 01 Lot 02, 1156 North Main Street. The area of the easement being shown on Exhibit "A", which by reference is attached hereto and made a part hereof.

- 1). 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 trees and other obstructions as may be necessary for Grantee's use and enjoyment of the Easement Area.
- 2). Grantee shall indemnify Grantor for any and all damages caused to Grantor as a result of Grantee's negligent exercise of the rights and privileges herein granted.
- 3). Grantor reserves the right to occupy and use the Easement Area for all purposes not inconsistent with the rights herein granted.
- 4). Grantor covenants that Grantor is the fee simple owner of the Easement Area or has an interest in the Easement Area. If asked by the Grantee, the Grantor will assist the Grantee in defense of the title of the easement area being granted and Grantee will shoulder all costs related to this defense.
- 5). 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.
- 6). The rights, conditions and provisions of this Agreement shall run with the land and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective successors and assigns.

Dated this 20<sup>th</sup> day of October, 2014.

Ronald E. Billstein, Manager  
Grantor

ACKNOWLEDGEMENT

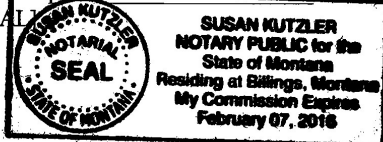
STATE OF Montana )  
 ) ss:  
COUNTY OF Yellowstone )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of October, 2014, by Ronald E. Billstein, who appeared before me and placed said signature above.

Witness my hand and official seal.

My Commission Expires:

[NOTARY SEAL]



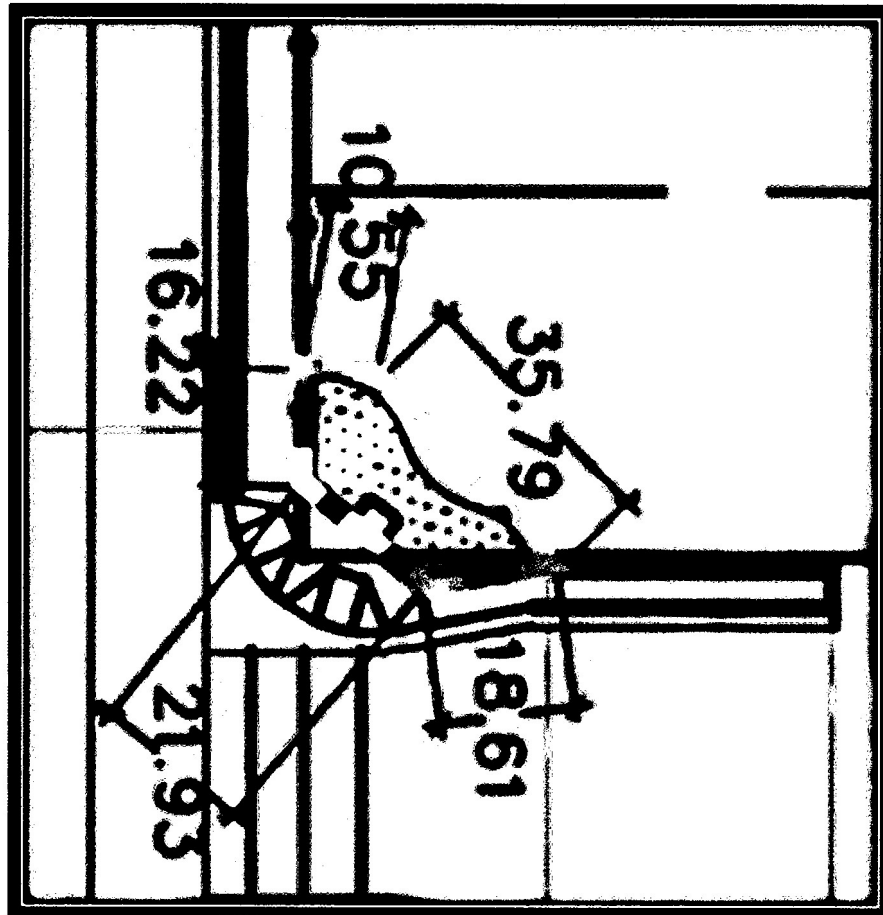
Susan Kutzler  
Notary Public

[NOTARY SEAL] – in accordance to regulations that govern the Notary Public, the notary seal must be stamped so it is of a readable manner in order for the document to be recorded, the County Clerk reserves the right to refuse the recordation if the seal is not readable.



## Exhibit "A"

**This is for Illustration Purposes and is not to be construed "as built"  
or Survey.**

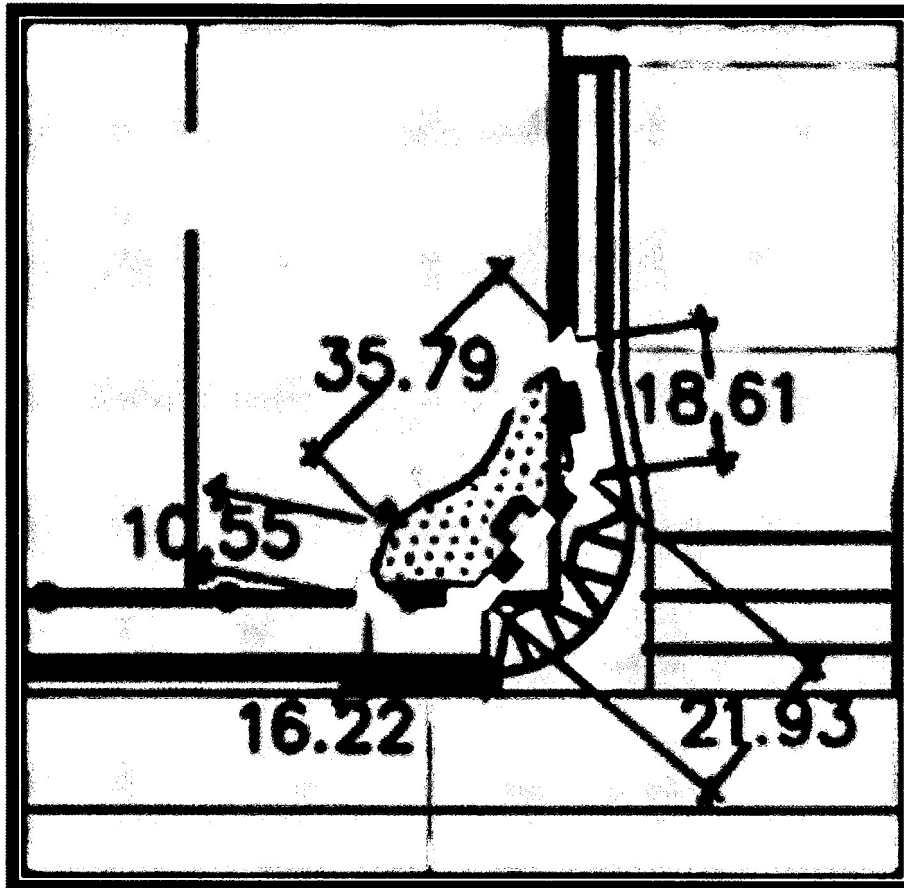


NE ¼ of the SE ¼ section 22, Township 56N Range 84 West, 6<sup>th</sup> PM, Sheridan County, Wyoming,  
also of record being in the Sheridan Land Co. 2<sup>nd</sup> Amended Block 29 Lot 05, 1211 North Main  
Street.



## Exhibit "B"

For Illustration purposes and not to be construed for an "as built" or a  
Survey



SE ¼ of the SE ¼ section 22, Township 56N Range 84 West, 6<sup>th</sup> PM, Sheridan County, Wyoming,  
also of record being in the Sheridan Land Company Addition (Sub-Div of Block 6) Block 6 Lot 01  
Lot 02, 1156 North Main Street

### NO. 2015-717950 EASEMENT

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK  
WORLD WIDE CONSULTANT GROUP LLC 1590 SUGARLAND DRIV  
SUITE B - PMB 198 SHERIDAN WY 82801