

RECORDED JUNE 1, 1984 BK 285 PG 404 NO 902906 MARGARET LEWIS COUNTY CLERK

AGREEMENT FOR EASEMENT

THIS AGREEMENT, made this day by and between JACK W. AMENDE and MYRTLE H. AMENDE, husband and wife, of 820 East Works Street, Sheridan, Wyoming, hereinafter called First Parties, and REHABILITATION ENTERPRISES OF NORTHEASTERN WYOMING, a Wyoming corporation, of Sheridan, Wyoming, hereinafter called Second Party.

WHEREAS, the parties have an interest in adjoining real estate situate in the City of Sheridan, State of Wyoming, more particularly described as follows, to-wit:

FIRST PARTIES' PROPERTY

Lots 5, 6, 7 and 8, Block 1, Palmer Addition to the Town, now City of Sheridan, together with all improvements situate thereon.

SECOND PARTY'S PROPERTY

Lots 1, 2, 3 and 4, Block 1, Palmer Addition to the Town, now City of Sheridan, together with all improvements situate thereon.

WHEREAS, the parties to this agreement desire to create an easement across First Parties' above-described property for the use and benefit of Second Party for construction of a retaining wall, said wall to be located entirely upon Second Party's above-described property with the footers and other supporting devices for said retaining wall to be located within the easement on Second Party's property created by this agreement, and

WHEREAS, First Parties wish to extend to Second Party the aforesaid easement in return for Second Party's agreement to limit the use of said easement as hereinafter set forth.

IT IS, THEREFORE, HEREBY AGREED by and between the parties that First Parties do hereby grant, bargain, sell, convey, transfer and deliver unto Second Party a permanent

easement and right of way for the right to excavate for, install, replace, maintain footers and other support systems for Second Party's retaining wall within the right of way described as follows, to-wit:

The East six feet of Lot 5 above described.

TO HAVE AND TO HOLD the easement and right of way unto Second Party and unto its successors, transferees and assigns forever. This easement shall run with the land.

The First Parties hereby covenant with Second Party that they are lawfully seized and possessed of the aforesaid tract of land over which said easement is located.

It is further agreed by and between the parties that Second Party shall have the right to excavate upon the said easement for the full width thereof and to extend such construction and excavation work into and on the land along and outside said easement up to the improvements located on said lot 5 to such extent as Second Party may find reasonably necessary, provided, however, that such use extended beyond the width of the easement shall be only during construction.

It is further agreed between the parties that First Parties shall be entitled to fully use and enjoy the aforesaid easement, except as to the right herein granted to Second Party and Second Party hereby agrees to save and hold First Parties harmless from any and all damage arising from their use of the right, easement and right of way herein granted and agrees

to pay any damages or damage which may arise to the property,
premises or through Second Party's use, occupation and possession
of the rights herein granted.

WITNESS our hands this 31 day of May, 1984.

Jack W. Amende
JACK W. AMENDE
Myrtle H. Amende
MYRTLE H. AMENDE

FIRST PARTIES

REHABILITATION ENTERPRISES OF
NORTHEASTERN WYOMING, a Wyoming
corporation

By Larry H. Hanson
Title: President

SECOND PARTY

STATE OF WYOMING)
) SS.
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me
by Jack W. Amende and Myrtle H. Amende, husband and wife,
this 31 day of May, 1984.

WITNESS my hand and official seal.

Felicia J. Freeman
Notary Public

My commission expires: 12-31-87.

STATE OF WYOMING)
) SS.
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me
by Larry H. Hanson, who is the President
of Rehabilitation Enterprises of Northeastern Wyoming, a
Wyoming corporation, this 31 day of May, 1984.

WITNESS my hand and official seal.

Felicia J. Freeman
Notary Public

My commission expires: 12-31-87.