

### ENCROACHMENT AGREEMENT AND EASEMENT

Robert A. Hicks, a single person (herein "Hicks") and Black Mountain Properties, LLC, a Wyoming limited liability company (herein collectively "Black Mountain"), for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration the receipt of which is hereby acknowledged, do hereby agree and grant the following:

1. Hicks is the record owner of the real estate described as: The East 35 feet of the Lot 4 in Block 29, Sheridan Company's Second Addition to the Town, now City of Sheridan, Sheridan County, Wyoming (herein "Hick Property").
2. Black Mountain is the record owners of the real estate described as: The East 35 feet of the South half of Lot 3, EXCEPT the North 3 feet of the East 35 feet of the South Half of Lot 3 in Block 29, Sheridan Company's Second Addition to the Town, now City of Sheridan, Sheridan County, Wyoming (herein "Black Mountain Property").
3. Black Mountain Property owns a house that encroaches upon Hicks by approximately four foot two inches.
4. The undersigned parties acknowledge and agree that the house encroachment is permissible and may remain as constructed and located for so long as it exists in its current condition. Hicks grants this easement in favor of Black Mountain for the sole purpose of allowing the encroachment to remain on its property as constructed.
5. If the house is ever reconstructed, Black Mountain Property agrees that he shall reconstruct the same on his own property and not upon the Hicks Property.
6. This agreement and easement shall run with the land and bind the undersigned parties' heirs and successors.

Hicks shall bear no responsibility or liability to any person or entity using the portion subject to this easement and agreement and Black Mountain shall indemnify it of the same. This easement shall run with the land.

WITNESS our hands this \_\_\_\_ day of October, 2016.

Robert A. Hicks  
Robert A. Hicks

Black Mountain Properties, LLC  
Black Mountain Properties, LLC

STATE OF WYOMING       )  
  )ss.  
COUNTY OF SHERIDAN    )

This instrument was acknowledged before me on the 7 day of October, 2016, by Robert A. Hicks.

WITNESS my hand and official seal.

My Commission expires: April 10, 2018

STATE OF WYOMING       )  
  )ss.  
COUNTY OF SHERIDAN    )

This instrument was acknowledged before me on the 7 day of October, 2016 by Lynden Mills  
as Managing Member of Black Mountain Properties, LLC.

WITNESS my hand and official seal.

My Commission expires: April 10, 2018

Justin P. Stroup  
Signature of Notarial Officer  
Title: Notary Public

