

EASEMENT AND INDEMNITY AGREEMENT

THIS EASEMENT AND INDEMNITY AGREEMENT is entered into by JAMES E. NEERIEMER and MARSHA A. NEERIEMER, Trustees of The James and Marsha Neeriemer Trust Dated June 3, 1998 (hereafter "Neeriemer"), and CRAIG JOHN McLAWS and BARBARA McDONALD-McLAWS, husband and wife (hereafter "McLaws") effective this 22nd day of October, 2001.

WHEREAS, Neeriemer owns Lot 10, Block 3, of the Original Town, now City of Sheridan, Sheridan County, Wyoming; and

WHEREAS, on the same date of this Agreement, McLaws purchased Lot 11, Block 3, of the Original Town, now City of Sheridan, Sheridan County, Wyoming, from Neeriemer; and

WHEREAS, the building located on Lot 11 encroaches onto Lot 10 by approximately 0.10 feet; and

WHEREAS, the parties desire to enter into an agreement whereby Neeriemer will grant an easement to McLaws for the purpose of allowing such encroachment in exchange for McLaws agreeing to maintain and safeguard such encroachment, and to hold harmless, defend and indemnify Neeriemer against all claims and liabilities of third parties alleging personal injury or property damage resulting from the encroaching portion of the building or fixtures attached thereto.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions herein, and other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

1. Neeriemer hereby grants unto McLaws and their assigns and successors forever an easement upon the following described land, to-wit:

The South 0.10 feet of Lot 10, in Block 3, of the Original Town, now City of Sheridan, Sheridan County, Wyoming.

Such easement shall run with the land and benefit the owner of Lot 11, in Block 3 of the Original Town, now City of Sheridan, Sheridan County, Wyoming, for the purpose of allowing the building located upon Lot 11 to encroach upon Lot 10 in the same manner as it encroaches thereon upon execution hereof; provided, however, that Neeriemer and their successors do not and will not thereby become responsible for the maintenance or safety of the encroaching portion of such building or fixtures attached thereto, McLaws and their successors retaining all such responsibilities, and provided that, should the building, or the encroaching portion thereof, ever be removed or destroyed, then this easement shall be automatically terminated.

2. McLaws, and their assigns and successors forever, agree to maintain and safeguard the encroaching portion of the building for which the easement is granted, and further agree to hold harmless, defend and indemnify Neeriemer, and their assigns and successors forever, against all claims and liabilities of third parties alleging or asserting personal injury or property damage resulting from the encroaching portion of the building or fixtures attached thereto, such obligation running with the land until such time as the easement is terminated.

WITNESS our hand and seal this 22nd day of October, 2001.

James E. Neeriemer
JAMES E. NEERIEMER - Trustee of
The James and Marsha Neeriemer Trust Dated June 3, 1998

Marsha A. Neeriemer
MARSHA A. NEERIEMER - Trustee of
The James and Marsha Neeriemer Trust Dated June 3, 1998

Craig John McLaws
CRAIG JOHN McLAWS

Barbara M. McDonald-McLaws
BARBARA McDONALD-McLAWS

STATE OF WYOMING)
 : ss.
COUNTY OF SHERIDAN)

The foregoing Easement and Indemnity Agreement was acknowledged before me this 22nd day of October, 2001, by JAMES E. NEERIEMER and MARSHA A. NEERIEMER, Trustees of The James and Marsha Neeriemer Trust Dated June 3, 1998.

WITNESS my hand and official seal.

Donna M. Shreeve
Notary Public

My Commission Expires: 2/23/2002



STATE OF WYOMING)
 : ss.
COUNTY OF SHERIDAN)

The foregoing Easement and Indemnity Agreement was acknowledged before me this 22nd day of October, 2001, by CRAIG JOHN McLAWS and BARBARA McDONALD-McLAWS.

WITNESS my hand and official seal.

Donna M. Shreeve
Notary Public

My Commission Expires: 2/23/2002

