

ENCROACHMENT EASEMENT AGREEMENT

This Encroachment Easement Agreement is made and entered into this 30th day of May, 2020, by **John Fearnow**, Grantor, and **Greg L. Hansen and Elizabeth M. Hansen, husband and wife**, Grantees.

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

Lot 3B of the Resubdivision of Lots 3, 5, 6 and 7 of the O'Connor Subdivision. A subdivision in Sheridan County, Wyoming, as recorded in Book 1 of Plats, Page 203.

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

Lot 3A of the Resubdivision of Lots 3, 5, 6 and 7 of the O'Connor Subdivision. A subdivision in Sheridan County, Wyoming, as recorded in Book 1 of Plats, Page 203.

Commonly known as 929 Arlington Blvd., Sheridan, WY 82801; and,

WHEREAS, Grantees have a retaining wall which slightly encroaches onto Grantor's property (within 5 feet of the common property line);

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' retaining wall 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 retaining wall. The provisions hereof shall run with the land and shall be binding upon and inure to the benefit and detriment of the administrators, heirs, successors and assigns of the parties hereto.

The easement specifically includes access and the right to maintain, repair, and make reasonable improvements to the retaining wall and supporting features. Grantees, and their successors in interest, shall be solely responsible, for any expense of maintaining the improvement and all risk of loss. If the retaining wall is ever destroyed, removed, or rebuilt, this agreement shall be unaffected, and Grantor acknowledges that a new wall may be constructed on Grantor's property within 5 feet of the common property line.

This agreement shall only be modified or terminated by written instrument recorded in the records of the Sheridan County Clerk and Recorder.

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.

John Fearnow
John Fearnow, Grantor

Greg L. Hansen
Greg L. Hansen, Grantee

Elizabeth M. Hansen
Elizabeth M. Hansen, Grantee

State of Wyoming)
)ss
County of Sheridan)

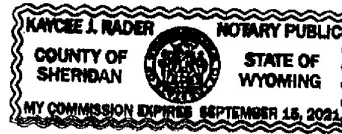
The foregoing instrument was acknowledged before me by John Fearnow, this 30th day of May, 2020.

Witness my hand and official seal.

Kaycee J. Rader
Signature of Notarial Officer
Title: Notary Public

My Commission Expires: September 15, 2021

State of Wyoming)
)ss
County of Sheridan)



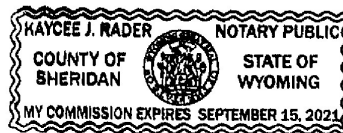
The foregoing instrument was acknowledged before me by Greg L. Hansen, this 30th day of May, 2020.

Witness my hand and official seal.

Kaycee J. Rader
Signature of Notarial Officer
Title: Notary Public

My Commission Expires: September 15, 2021

State of Wyoming)
)ss
County of Sheridan)



30th The foregoing instrument was acknowledged before me by Elizabeth M. Hansen, this day of May, 2020.

Witness my hand and official seal.

Kaycee J. Rader
Signature of Notarial Officer
Title: Notary Public

My Commission Expires: September 15, 2021

