

## **NO-BUILD EASEMENT AGREEMENT**

H. Joseph Mallo and Karla E. Mallo, husband and wife (“Mallos”), as the owners of Lot 4 of SHADOW WOODS ESTATES SUBDIVISION, a subdivision in Sheridan County, Wyoming (herein “Lot 4”), and Brian Stenger and Lynn S. Stenger, husband and wife (“Stengers”), as the owners of Lot 1 of the Joe Patuc Subdivision, a subdivision in Sheridan County, Wyoming, as shown on in Plat Book1 at Page 170, in the Sheridan County Clerk’s office (herein “Lot 1”) for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, do each hereby grant, convey and agree to the following:

1. The North boundary line of Lot 4 and the South boundary line of Lot 1 is a common boundary line between the two Lots, making Mallos and Stengers, and their successors, adjacent property owners.
2. As of the date hereof, Lot 1 has a residence and improvements constructed thereon and Lot 4 is vacant land but upon which a home is intended to be constructed.
3. The owners of Lot 1 and Lot 4 have an interest in maintaining the privacy, views and a separation of improvements between them and a reasonable distance away from the above-described common Lot boundary line.
4. Mallos, as owners of Lot 4, agree that no permanent improvement, including a residence or any other building which is an accessory building to the residence, shall be constructed or placed within FIFTY FEET (50’) of the north boundary of said Lot 1, and Mallos do hereby grant and convey this no-build easement over and across the northern-most 50’ of said Lot 4 to and for the benefit of Lot 1.
5. Stengers, as owners of Lot 1, will remove the existing fence of convenience near, but not on, the common boundary line, within 60 days from the date of this Agreement. In exchange for Mallos’ grant of the no-build easement, Stengers affirm they have no claim, now or in the future, for adverse possession or prescriptive easement rights over and across the fifty foot (50’) wide strip of land along the north boundary of Lot 4 which is made subject to the no-build easement above, but to the extent any such claim may exist, they release and waive it.
6. The owners of Lot 4 shall have the right to maintain and keep clean said 50’ wide strip to keep fire danger low from combustible growth; however, the parties agree that no live trees will be cut so as to keep the natural root systems intact to protect from soil erosion.
7. This no-build easement restriction shall run with the land and be binding upon their heirs, successors and assigns, including the future owns of Lot 1 and Lot 4.



IN WITNESS WHEREOF, these presents have been executed by the undersigned this 9<sup>th</sup> day of May, 2022.

H. Joseph Mallo

Brian Stenger

Karla E. Mallo

Lynn S. Stenger

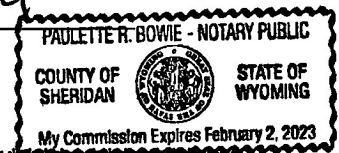
STATE OF WYOMING )  
 ) SS  
 COUNTY OF SHERIDAN )

The foregoing instrument was acknowledged before me by H. Joseph Mallo and Karla E. Mallo on this 10<sup>th</sup> day of May, 2022.

Witness my hand and official seal.

Paulette R. Bowie  
 Notary Public

My Commission expires 2-2-23



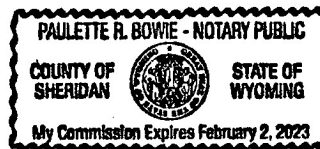
STATE OF WYOMING )  
 ) SS  
 COUNTY OF SHERIDAN )

The foregoing instrument was acknowledged before me by Brian Stenger and Lynn S. Stenger on this 9<sup>th</sup> day of May, 2022.

Witness my hand and official seal.

Paulette R. Bowie  
 Notary Public

My Commission expires 2-2-23





**2022-778610** 5/17/2022 1:52 PM PAGE: 3 OF 3  
FEES: \$18.00 PK EASEMENT  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

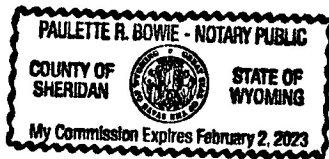
STATE OF WYOMING     )  
                                      ) SS  
COUNTY OF SHERIDAN    )

The foregoing instrument was acknowledged before me by H. Joseph Mallo, Attorney in Fact for Karla E. Mallo on this 12<sup>th</sup> day of May, 2022.

Witness my hand and official seal.

Paulette R. Bowie  
Notary Public

My Commission expires 2-2-23



**NO. 2022-778610 EASEMENT**

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK  
GREG A VON KROSIGK PC PO BOX 602  
SHERIDAN WY 82801