

RECORDING INFORMATION ABOVE

EASEMENT AGREEMENT

Corporate Easement

That for and in consideration of the sum of Ten Dollars (\$10.00) and/or other valuable considerations, the receipt of which is hereby acknowledged and confessed, the undersigned, **First Interstate Bank, Sheridan Wyoming, (Formally known as Bank of Commerce)**, herein referred to as ("Grantor"), does hereby grant and convey unto **The City of Sheridan, Wyoming**, whose address is 55 Grinnell Plaza, P.O. Box 848, Sheridan, WY 82802, its successors and assigns, herein referred to as ("Grantee") a perpetual non-exclusive easement to construct, modify, add to, maintain the landscaping being planted or placed within the easement area(s), and remove structures and other appurtenances, including but not limited to telecommunications facilities, electrical and gas facilities, from time to time, as Grantee may require upon, over, under and across the following described property situated in the County of Sheridan, State of Wyoming, which Grantor owns or in which Grantor has an interest in the following described ("Easement Areas"), to wit:

Three (3) easement areas which are described in their entirety on EXHIBIT "A" and are shown on Exhibit "B" which are attached hereto and by this reference made a part hereof, which said easements are located in a tract of land situated in Lots 1, 6, 7, and 8 of Block 12, Original Town, now the City of Sheridan, Sheridan County, Wyoming.

Grantor further conveys to Grantee the right of ingress and egress to and from the Easement Areas during all periods of construction, maintenance, installation, reinforcement, repair and removal over and across Grantor's lands with the right to clear and keep cleared all obstructions as may be necessary for Grantee's use and enjoyment of the Easement Areas.

Grantor covenants that Grantor is the fee simple owner of the Easement Areas or has an interest in the Easement Areas and the Grantor will cooperate with the Grantee to defend title to the Easement Areas against all claims and to clear the title if necessary.

Grantor hereby covenants that no excavation, structure or obstruction will be constructed or permitted on the Easement Areas and no change will be made by grading or otherwise that would adversely affect Grantee's use and enjoyment of the Easement Areas.

Grantor will remain responsible for any and all snow removal in accordance with the City of Sheridan's guidelines and ordinances.

Grantee shall have no responsibility for environmental contamination, which is either pre-existing or not caused by Grantee.

It is understood by Grantor, which in accordance to the American Disability Act (ADA) and in keeping in compliance with the regulations, that in order to properly maintain said ramps, the ADA requires the City of Sheridan to obtain an easement for said ramps.

In the event of physical damage caused by the Grantee's contractor to the Grantor's property, including the improvements thereon outside of the easement areas being granted, the Grantee agrees to use its best efforts and the remedies available to it, to facilitate prompt resolution of issues and disputes arising out of damage which occurs to the Grantor's property on the above referenced project. The City of Sheridan does not waive any sovereign immunity by entering into this Agreement, and specifically retain immunity and all defenses available to them pursuant to Wyoming State Statutes and any and all other Wyoming State Laws.

Grantor upon the attachment of the proper signature and dated, the rights, conditions and provisions of this Agreement shall run with the land and shall inure to the benefit of and be binding upon the Grantor and their respective heirs successors, assigns and representatives.

RECORDING INFORMATION ABOVE

Corporate Easement

GRANTOR:

Attest

Corporate Secretary

No Corporate Seal

[CORPORATE SEAL]

William A. Hupert
First Interstate Bank

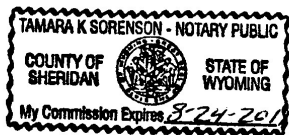
By: William A. Hupert
Name: William A. Hupert
Title: Regional President

STATE OF WYOMING)
COUNTY OF SHERIDAN) ss:

The foregoing instrument was acknowledged before me this 16th day of APRIL, 2009,
by William A. Hupert as [President, Vice President] of
FIRST INTERSTATE BANK, a CORPORATION

Witness my hand and official seal:

[NOTARY SEAL]



Notary Public

My commission expires: 8-24-2011

THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT "A"

Record Owner: First Interstate Bank
(Formally known as Bank of Commerce)

April 15, 2009

Re: Right-of-Way Easements to the City of Sheridan

A right-of-way easement situated in Lot 1, Block 12, Original Town, now the City of Sheridan, Sheridan County, Wyoming, as shown on **EXHIBIT "B"** attached hereto and by this reference made a part hereof; said easement being more particularly described as follows:

BEGINNING at the northwest corner of said Lot 1 (Monumented with a 2" Aluminum Cap per PLS 6812); thence S89°37'24"E, 11.00 feet along the north line of said Lot 1 to a point; thence S57°55'59"W, 13.05 feet to a point, said point lying on the west line of said Lot 1; thence N00°28'22"E, 7.00 feet along said west line of Lot 1 to the **POINT OF BEGINNING** of said easement.

Said easement contains 38 square feet of land, more or less.

Bearings are Based on the Wyoming Coordinate System, NAD 1983, East Central Zone.

A right-of-way easement situated in Lot 6 and Lot 7, Block 12, Original Town, now the City of Sheridan, Sheridan County, Wyoming, as shown on **EXHIBIT "B"** attached hereto and by this reference made a part hereof; said easement being more particularly described as follows:

Commencing at the southwest corner of said Block 12 (Monumented with a 2" Aluminum Cap per PLS 6812); thence N00°28'22"E, 49.16 feet along the west line of said Block 12 to the **POINT OF BEGINNING** of said easement; thence, continue N00°28'22"E, 22.00 feet along said west line of said Block 12 to a point; thence S89°31'38"E, 8.00 feet to a point; thence S00°28'22"W, 22.00 feet to a point; thence N89°31'38"W, 8.00 feet to the **POINT OF BEGINNING** of said easement.

Said easement contains 176 square feet of land, more or less.

Bearings are Based on the Wyoming Coordinate System, NAD 1983, East Central Zone.

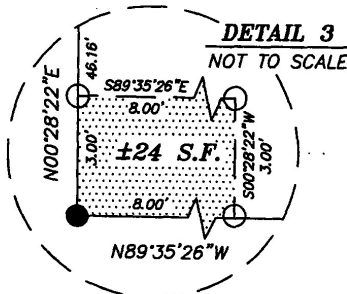
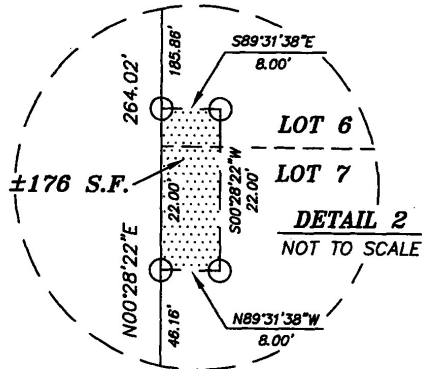
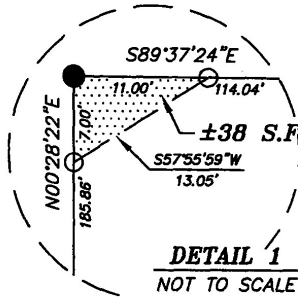
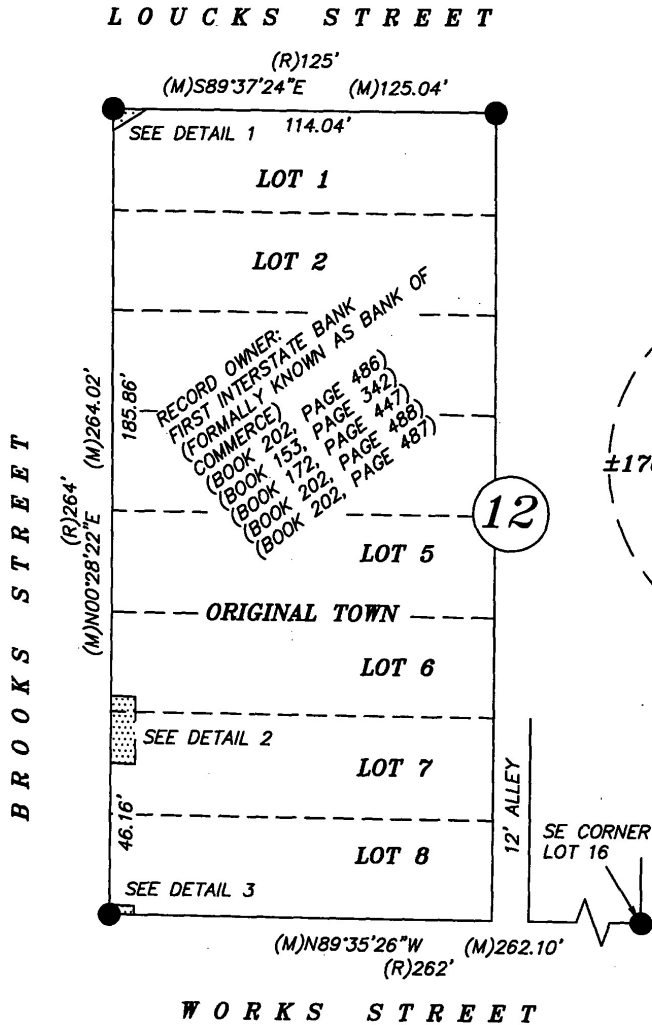
A right-of-way easement situated in Lot 8, Block 12, Original Town, now the City of Sheridan, Sheridan County, Wyoming, as shown on **EXHIBIT "B"** attached hereto and by this reference made a part hereof; said easement being more particularly described as follows:

BEGINNING at the southwest corner of said Lot 8 (Monumented with a 2" Aluminum Cap per PLS 6812); thence N00°28'22"E, 3.00 feet along the west line of said Lot 8 to a point; thence S89°35'26"E, 8.00 feet to a point; thence S00°28'22"W, 3.00 feet to a point, said point lying on the south line of said Lot 8; thence N89°35'26"W, 8.00 feet along said south line of Lot 8 to the **POINT OF BEGINNING** of said easement.

Said easement contains 24 square feet of land, more or less.

Bearings are Based on the Wyoming Coordinate System, NAD 1983, East Central Zone.

EXHIBIT "B"



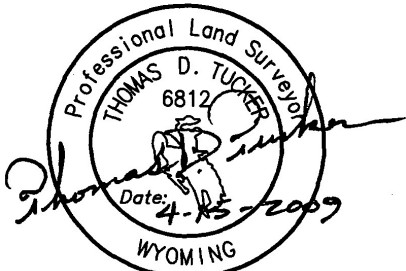
LEGEND:

- FOUND 2" ALUMINUM CAP PER PLS 6812
- □ CALCULATED: NOTHING FOUND/NOTHING SET
- (M) MEASURED
- (R) RECORD
- BLOCK LINE
- - - LOT LINE
- - - EASEMENT LINE
- ▤ RIGHT-OF-WAY EASEMENT TO THE CITY OF SHERIDAN

SURVEYOR'S CERTIFICATE

STATE OF WYOMING : 88
COUNTY OF SHERIDAN

I, THOMAS D. TUCKER, A DULY REGISTERED LAND SURVEYOR IN THE STATE OF WYOMING, DO HEREBY STATE THAT THIS PLAT REPRESENTS THE RESULTS OF A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION.



"PLAT IS VALID ONLY IF PRINT HAS ORIGINAL SIGNATURE OF SURVEYOR SIGNED AND DATED"



SCALE: 1"=50'

BEARINGS ARE BASED ON THE WYOMING COORDINATE SYSTEM NAD 1983, EAST CENTRAL ZONE

DATUM: NAD 83(1993), NAVD 88 (U.S. SURVEY FEET)

DAF: 1.000235

DISTANCES ARE SURFACE

EXHIBIT "B"
RIGHT-OF-WAY EASEMENT

CLIENT: CITY OF SHERIDAN & VISTA WEST ENGINEERING

LOCATION: SITUATED IN LOTS 1, 6, 7, & 8, BLOCK 12, ORIGINAL TOWN, CITY OF SHERIDAN, SHERIDAN COUNTY, WYOMING.

RESTFELDT
SURVEYING

PO BOX 3082
SHERIDAN, WY 82801
307-672-7415
FAX 674-5000

JN: 28100
DN: 2008/2008100E9
PF: T2008100
APRIL 15, 2009