

## PERMANENT EASEMENT AGREEMENT

THIS AGREEMENT is made this 11<sup>th</sup> day of September, 1996, by and between Zachary C. and Rhonda R. Lannan, husband and wife ("Grantor"), and Guernsey Stone and Construction Company, a Wyoming corporation, ("Grantee").

WHEREAS, Grantor owns and has fee simple title to a certain parcel of real estate (the "Property") located in the City of Sheridan, County of Sheridan, State of Wyoming, more particularly described as follows:

See Exhibit A, attached hereto and made a part hereof.

WHEREAS, Grantee owns real estate adjacent to the Property and desires to use a portion of the Property for the purpose of securing an easement and right-of-way across the Property;

WHEREAS, Grantor has agreed to grant to Grantee such easement and right-of-way.

NOW THEREFORE, it is agreed as follows:

In consideration of the sum of \$10.00 paid by Grantee to Grantor, and other good and valuable consideration, Grantor hereby grants to Grantee, and Grantee's successors and assigns, a permanent non-exclusive easement in, to, upon and over that portion of the Property more particularly described as follows:

See Exhibit B, attached hereto and made a part hereof.

Said easement is granted for the sole purpose of the full and free right of Grantee, Grantee's successors and assigns, and their tenants, servants, visitors and licensees, for ingress to and egress from Grantee's real property adjacent thereto.

Grantor and Grantee agree to share equally in the cost to maintain the driveway and pavement area upon and over the easement property. Such maintenance shall include, but not be limited to, cleaning, snow removal, repair, repaving, and reconstruction as necessary. Grantor shall make such repairs and invoice the Grantee for 50% of the actual and reasonable direct costs incurred by Grantor. Grantee will remit the invoiced amount to Grantor within thirty days of receipt of Grantor's detailed invoice.

The easement granted in this agreement and the covenants and agreements herein contained shall run with the land and shall be binding upon and inure to the benefit of the parties to this agreement and their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, effective as of the date first-above written.

"Grantor"

By:

Zachary C. Lannan

Rhonda R. Lannan

"Grantee"

By:

Paul E. White

Vice President

State of Nebraska )  
 ) ss.  
County of Douglas )

The foregoing instrument was acknowledged before me on this 9<sup>th</sup> day of September, 1996,  
by Paul E. White, Vice President for Guernsey Stone and Construction Company,  
a Wyoming corporation.

My commission expires:  GENERAL NOTARY-STATE OF NEBRASKA  
KAREN RICKERS  
My Comm. Exp. Sept 16, 2000.

Karen Rickers  
Notary Public

State of Wyoming )  
 ) ss.  
County of Sheridan )

The foregoing instrument was acknowledged before me on this 11<sup>th</sup> day of September, 1996,  
by Zachary C. Lannan and Rhonda R. Lannan, husband and wife.

My commission expires: 12/14/99

Tom Kinnison  
Notary Public



## LEGAL DESCRIPTION

Lots 1, 2, 3, 4, 5 and 6, Block 23, Suburban Homes Company Addition to the City of Sheridan, S $\frac{1}{2}$ SE $\frac{1}{4}$  of Section 15, Township 56 North, Range 84 West, 6th P.M., Sheridan County, Wyoming.

and

A portion of Massey Avenue Vacated (Book 55 of Deeds, Page 320); lying southeasterly of Seymour Street between the southwesterly line of Block 23 and the northeasterly line of Block 24, Suburban Homes Company Addition to the City of Sheridan, S $\frac{1}{2}$ SE $\frac{1}{4}$  of Section 15, Township 56 North, Range 84 West, 6th P.M., Sheridan County, Wyoming; said portion being more particularly described as follows:

Commencing at the northeast corner of said Block 24; thence N67°16'01"E, 60.00 feet along the southeasterly right of way line of said Seymour Street to a point, said point being the northwest corner of said Block 23; thence S22°46'10"E, 200.07 feet along the southwesterly line of said Block 23 to a point, said point being the southwest corner of Lot 4, Block 23; thence N72°55'56"W, 78.14 feet to a point, said point being the southeast corner of Lot 15, of said Block 24; thence N22°46'10"W, 150.08 feet along the northeasterly line of said Block 24 to the POINT OF BEGINNING.

Said Tract Contains 10,503.90 square feet of land more or less.

Basis of Bearings is Wyoming State Plane (East Central Zone).

Exhibit B

**LEGAL DESCRIPTION**

*An access easement for ingress and egress situated in a portion of Massey Avenue Vacated (Book 55 of Deeds, Page 320); and Lot 1, Block 23, Suburban Homes Company Addition to the City of Sheridan, S $\frac{1}{2}$ SE $\frac{1}{4}$  of Section 15, Township 56 North, Range 84 West, 6th P.M., Sheridan County, Wyoming; said easement being more particularly described as follows:*

*Commencing at the northwest corner of said Lot 1, Block 23; thence N67°16'01"E, 40.90 feet along the northwesterly line of said Lot 1, Block 23, to a point; thence S29°35'00"W, 127.43 feet to a point, said point lying on the northeasterly line of Block 24, Suburban Homes Company Addition; thence N22°46'10"W, 31.57 feet along the northeasterly line of said Block 24 to a point; thence N29°35'00"E, 75.78 feet to the POINT OF BEGINNING of said easement.*

*Basis of Bearings is Wyoming State Plane (East Central Zone).*