

CITY OF SHERIDAN
LANDSCAPE EASEMENT AGREEMENT

The undersigned Dixie J. See, Trustee of the Dixie J. See Trust under Agreement Dated February 14, 1994, herein referred to as ("Grantor") for and in consideration of Ten and no/100 dollars(\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto The City of Sheridan, Sheridan County, State of 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 Landscaping Easement to construct, modify, add to, and maintain the landscaping being planted or placed within the easement areas as depicted on Exhibit "A" which said areas are 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:

Said four (4) easement areas being depicted as area 1,2,3, and 4 as shown on Exhibit "A", which is attached hereto and by this reference made a part hereof. Said easement areas are situated in a tract of land in Lot C, Block 12, Corrected Plat, Grinnell Addition to the City of Sheridan, Sheridan County, and State of Wyoming.

Grantor further grants permission to Grantee, the right of ingress and egress to and from the Grantor's property to the Easement Areas during all periods of construction, maintenance, installation, reinforcement, repair and/or removal of items within the Easement Area.

Grantee, in the event of physical damage caused by the Grantee's contractor to the Landowner's property, including the improvements thereon, 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 Landowner's property.

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 Area.

Grantor will choose from one or all four items as listed herein depending on the available area that can be tailored to what items can be placed within the easement areas. The Grantor will have a choice of the following items: a park bench, pad for a statue, planting of a tree or a trash container. Grantor will make known to the City's Project Manager and/or Vista West Engineering, as to what items have been selected prior to the completion of construction.

The City of Sheridan does not waive any sovereign immunity that may be granted to the City of Sheridan and specifically retains any and all immunity and all defenses available to the City of Sheridan as provided in Wyoming State Statutes, guidelines and state laws.

The rights, conditions and provisions of this Agreement shall run with the land and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective successors and assigns.

Dated this 9th day of June, 2008.

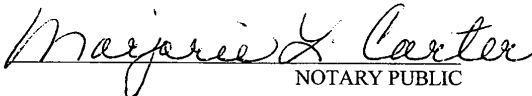

Dixie J. See, Trustee and Grantor

ACKNOWLEDGEMENT

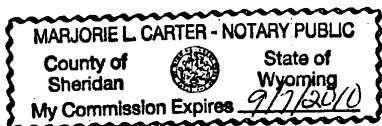
STATE OF WYOMING)
) ss:
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this 9th day of June, 2008, by Dixie J. See.

Witness my hand and official seal:
My Commission Expires: 9/7/2010


NOTARY PUBLIC

[NOTARY SEAL]



422
BEAUTIFICATION EASEMENT
AREA 1 (\pm 118 SF)

P/L

BEAUTIFICATION EASEMENT
AREA 2 (\pm 118 SF)

BROOKS STREET

BEAUTIFICATION EASEMENT
AREA 3 (\pm 282 SF)

P/L

P/L

