

RECORDING INFORMATION ABOVE  
**EASEMENT AGREEMENT**

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, **Douglas Estes and Linda Estes, husband and wife**, herein referred to as ("Grantor"), does hereby grant and convey unto **The City of Sheridan**, 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, 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 Area"), to wit:

An easement which is described in its entirety on EXHIBIT "A" which is attached hereto and by this reference made a part hereof and is shown on Exhibit "B" which is attached hereto and by this reference made a part hereof, which said easement is located in a portion of Lot 13, Block 1, 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 Area 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 Area.

Grantor covenants that Grantor is the fee simple owner of the Easement Area or has an interest in the Easement Area and the Grantor will cooperate with the Grantee to defend title to the Easement Area against all claims and to clear the title if necessary. The Grantor shall be responsible to pay all costs for quiet title actions, court orders, and any similar expenses incidental to conveying the property to the Grantee.

Grantor hereby covenants that no excavation, structure or obstruction will be constructed or permitted on the Easement Area 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 remain responsible for any and all snow removal.

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.

IN WITNESS, we set our hand on this 13<sup>TH</sup> day of MARCH, 2010.

Linda Estes  
Linda Estes

Douglas Estes  
Douglas Estes

STATE OF WYOMING )

) ss:

COUNTY OF SHERIDAN )

The foregoing instrument was acknowledged before me this 12 day of MARCH, 2010 by Linda Estes and Douglas Estes, known to me, or satisfactorily proved to be the person(s) described in and who executed the above and fore going instrument and acknowledged to me that they executed the same.

Witness my hand and official seal:

My Commission Expires: June 8, 2013  
[Notary Seal]

Janet L. Lockman  
Notary Public

**EXHIBIT "A"**

**Record Owners: Douglas Estes & Linda Estes**  
**October 28, 2009**

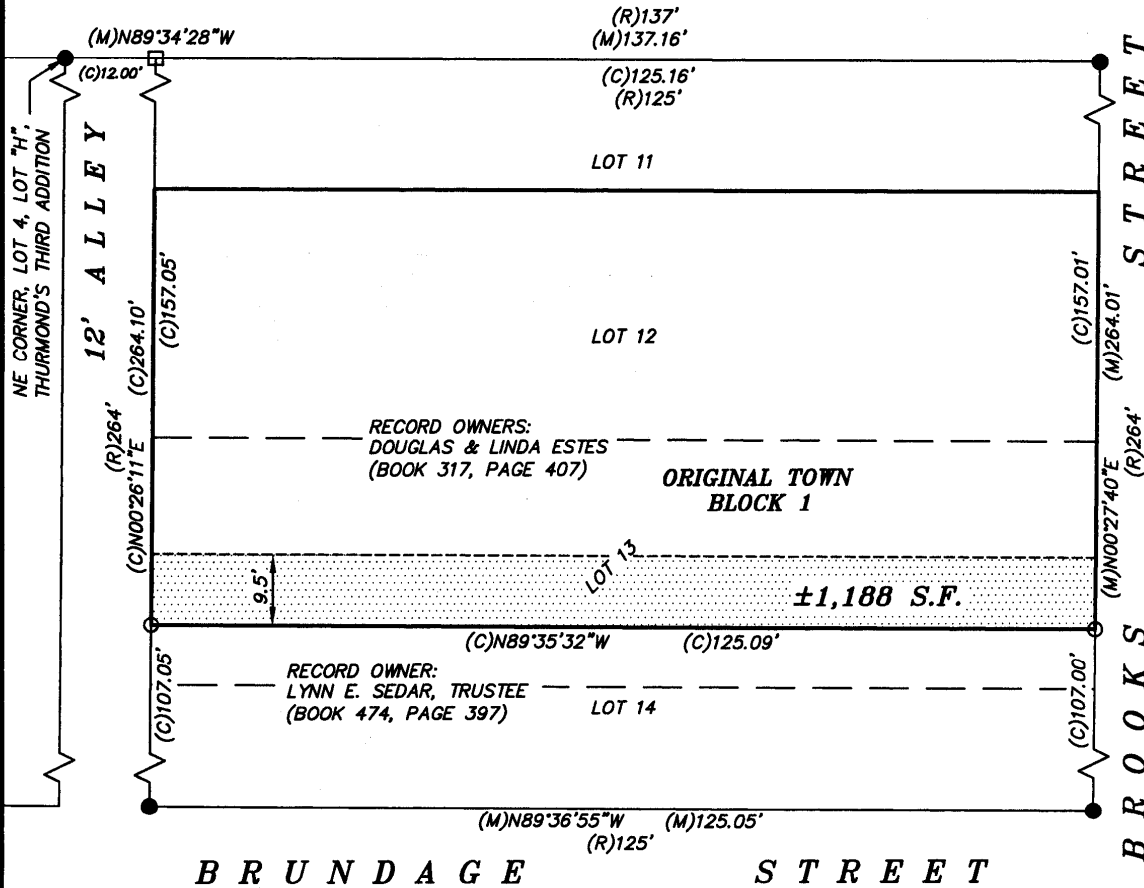
**Re: Storm Sewer Easement to the City of Sheridan**

A storm sewer easement being the south nine and one half (9.5) feet of the north twenty five (25) feet of Lot 13, Block 1, 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 storm sewer easement contains 1,188 square feet of land, more or less.

# EXHIBIT "B"

## SMITH STREET



### LEGEND:

- FOUND 2" ALUMINUM CAP PER PLS 6812
- ○ CALCULATED: NOTHING FOUND/NOTHING SET
- (R) RECORD
- (M) MEASURED
- (C) CALCULATED
- — — — — PROPERTY/DEED LINE
- - - - - LOT LINE
- - - - - EASEMENT LINE
- [STIPPLED] STORM SEWER EASEMENT TO THE CITY OF SHERIDAN



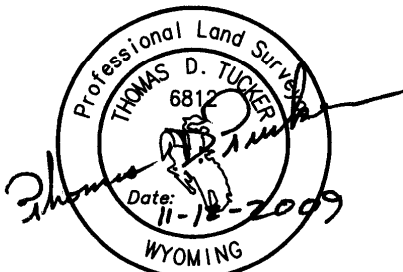
SCALE: 1"=20'

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

### SURVEYOR'S CERTIFICATE

STATE OF WYOMING :ss  
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"

### EXHIBIT "B"

#### STORM SEWER EASEMENT

CLIENT: WORLD WIDE CONSULTING & CITY OF SHERIDAN  
LOCATION: LOT 13, BLOCK 1, ORIGINAL TOWN, CITY OF SHERIDAN, SHERIDAN COUNTY, WYOMING



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

JN: 29111  
DN: 20091111\_E1  
PF: T2006073  
NOVEMBER 12, 2009