

**2014-714048** 8/13/2014 2:57 PM PAGE: **1** OF BOOK: 548 PAGE: 507 FEES: \$18.00 PK EASEMENT EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

## RECORDING INFORMATION ABOVE

## EASEMENT AGREEMENT Private Easement

The undersigned Peerless Tyre Company, referred to as the ("Grantor") for and in consideration of Ten 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 ("Grantee"), its successors, assigns, affiliates, lessees, licensees, and agents, a perpetual non-exclusive easement to construct, modify, add to, maintain, and remove such art pad and or bench, and other appurtenances, 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 ("Easement Area"), to wit and illustrated in Exhibit "A":

Grantor hereby grants a easement for installing art pad and or a bench located on said properties, and being located in the SE ¼ section 15, Township 56N Range 84 West, 6<sup>th</sup> PM, Sheridan County, Wyoming, also of record being in the Suburban Homes Company Block 28 Lots 06, 07, 08, 09, 10, and 35, also being on the corner of East 17<sup>th</sup> Street and North Main Street. The area of the easement being shown on Exhibit "A", which by reference is attached hereto and made a part hereof.

- 1). 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 trees and other obstructions as may be necessary for Grantee's use and enjoyment of the Easement Area.
- 2). Grantee shall indemnify Grantor for any and all damages caused to Grantor as a result of Grantee's negligent exercise of the rights and privileges herein granted.
- 3). Grantor reserves the right to occupy and use the Easement Area for all purposes not inconsistent with the rights herein granted.
- 4). Grantor covenants that Grantor is the fee simple owner of the Easement Area or has an interest in the Easement Area. If asked by the Grantee, the Grantor will assist the Grantee in defense of the title of the easement area being granted and Grantee will shoulder all costs related to this defense.
- 5). 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.
- 6). 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 $30\%$ day of $10/4$	, 2014.
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**2014-714048** 8/13/2014 2:57 PM PAGE: **2** OF BOOK: 548 PAGE: 508 FEES: \$18.00 PK EASEMENT EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

2014-714048 8/13/2014 2:57 PM PAGE: 3 OF BOOK: 548 PAGE: 509 FEES: \$18.00 PK EASEMENT EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

**Legal Location** 

SE1/4 of the SE1/4 of Section 15, Township 56 North, Rang 84 West of the 6<sup>th</sup> P.M., Sheridan County, Wyoming, also being a part of the Suburban Holmes Company, Block 28, Lots 6 thru 10 and including Lot 35.

Exhibit "A"

