




STAIRWAY EASEMENT AGREEMENT


Landmark 228, LLC, a Wyoming limited liability company (herein "Landmark"), and Old Blue Sierra, LLC, a Wyoming limited liability company, as record owner of Condo Unit #2 of the Landmark Building Condominium (herein "Old Blue Sierra"), do for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and good and valuable consideration the receipt of which is hereby acknowledged, mutually agree as follows:

1. Landmark is the sole record owner of Lot 7, Block 21 of Palmer Addition to the City of Sheridan, Wyoming, and of Condo Unit #1 of the Landmark Condominium, as described on that LANDMARK CONDOMINIUM MAP recorded in the office of the Clerk and Recorder for Sheridan County, Wyoming, recorded on June 7, 2024, in Drawer 1, Page 51 (hereinafter the "Condo Map"); and as described in the Declaration of Condominium of the Landmark Condominium, recorded simultaneously therewith, all in the records of the Sheridan County Clerk, Sheridan County, Wyoming.
2. As sole record owner, Landmark does hereby grant an easement to and for the benefit of Condo Unit #2 over and across that route described as follows: from the Northeast corner of Lot 7, west a distance of 5.0', then south a distance of 27.0', then east a distance of 5.0', and then north a distance of 27.0' to the point of beginning, resulting in a 5.0' x 27.0' rectangle in the northeastern most corner of Lot 7, as illustrated on **Exhibit A**, attached hereto and incorporated herein (the "Easement Route").
3. The purpose and intent of granting this easement is to allow the use, installation, maintenance, repair, and replacement of an exterior stairway to serve as secondary access to and from Condo Unit No. 2 over and across the Easement Route, for the non-exclusive access to a door on the west wall of Condo Unit No. 2, and which may also serve as access to a roof-top deck over a building planned to be constructed on Lot 7.
4. The location of the Easement Route may be modified by Landmark if its construction of a building on Lot 7 requires a modification; provided, however, this Agreement may only be modified if the purpose and intent of providing secondary access right to the existing doorway on the west wall of Condo Unit No. # 2 is not adversely affected.

Neither Landmark, nor its successors, shall bear any responsibility or liability to any person or entity using the Easement Area by reason of this instrument, and Old Blue Sierra waives and indemnifies Landmark of the same. Conversely, neither Old Blue Sierra, nor its successors, shall bear any responsibility or liability to any person or entity using the Easement Area to access Lot 7, and Landmark waives and indemnifies Old Blue Sierra of the same.

WITNESS our hands this 17th day of December, 2024.

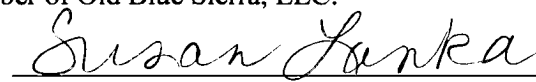

Nicholas Bateson, Member of
Landmark 228, LLC


Polly Burge, Member of
Old Blue Sierra, LLC

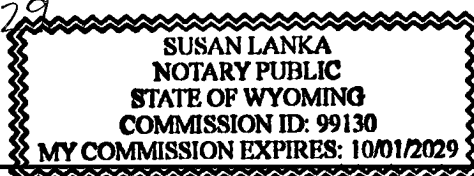
STATE OF WYOMING)
COUNTY OF SHERIDAN)

This instrument was acknowledged before me on the 17 day of December, 2024 by Nicholas Bateson, member of Landmark 228, 2024, and Polly Burge, member of Old Blue Sierra, LLC.

WITNESS my hand and official seal.


Signature of Notarial Officer
Title: Notary Public

My Commission expires: 10-1-29

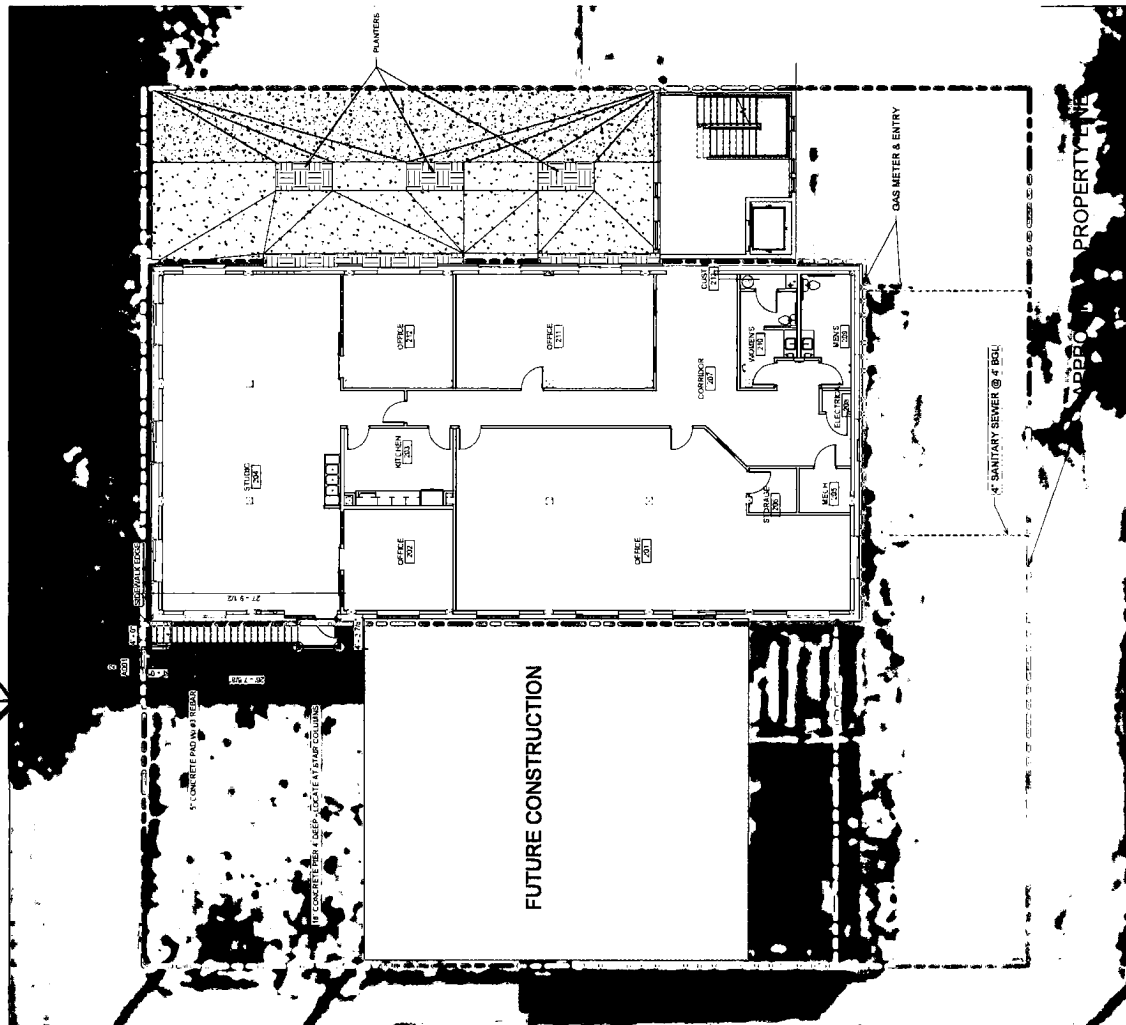
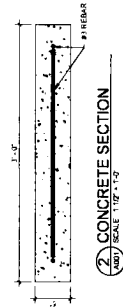




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FEES: \$15.00 PK EASEMENT
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

NO. 2024-796304 EASEMENT

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
GREG A VON KROSIGK PC PO BOX 602
SHERIDAN WY 82801



1 SITE PLAN
A001 SCALE 1/8" = 1'-0"

EXHIBIT A