

STORM SEWER EASEMENT

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) and other good, valuable and legal consideration, in hand paid, the receipt of which is hereby acknowledged McSTAIN ENTERPRISES, INC., a corporation, as Grantor, does hereby grant unto the CITY OF SHERIDAN, a municipal corporation, situated in Sheridan County, Wyoming, hereinafter referred to as Grantee, the right to lay, maintain, inspect, alter, repair, operate, protect, remove and relay a storm sewer pipeline, together with any necessary appurtenances thereto, over, through and under the following described lands situate in the City of Sheridan, Sheridan County, Wyoming, to wit:

A strip of land located in the West half of the SW $\frac{1}{4}$ of Section 22, Township 56 N., R. 84 W. of the 6th Principal Meridian more particularly described as follows:

A strip of land 15 feet in width, being 7.5 feet on each side of a line commencing at the southerly lot corner common to Lots 17 and 18, Block 8, Krause Addition to the City of Sheridan, Wyoming, thence S.30°W. a distance of 105 feet.

During actual construction on the pipeline Grantee shall be entitled to use a construction easement extending an additional 20 feet on each side of said permanent easement.

together with the rights of ingress and egress to and from said line for the purposes aforesaid, hereby releasing and waiving for the purpose of this grant all rights under and by virtue of the homestead and homestead exemption laws of the State of Wyoming.

Grantor reserves the right to use and enjoy the surface of the easement granted hereby, except as the same may be necessary for the purposes hereby granted to said grantee; but grantor agrees not to build, create or construct any obstruction, works or other structure over said pipeline, or permit the same to be done by others, except as may be agreed to in writing by the grantee.

Grantee agrees that any pipeline or lines constructed under said right-of-way shall, at the time of construction thereof, be buried to a depth of at least five feet, and that following any construction, either in the original laying of said lot line, or in any repair or maintenance thereof, Grantee will return said right-of-way to the original topography or better. Grantee also agrees to reimburse Grantors for any and all damages which may result to the abutting properties of Grantors as a result of the construction and laying of said pipeline, or the maintenance, repair or other work done in conjunction therewith.

The terms, conditions and provisions hereof shall extend to and be binding upon the heirs, executors, administrators or personal representatives, successors and assigns of the parties hereto.

This instrument is given for the purpose of supplementing and correcting the description contained in that certain Storm Sewer Easement between the same parties, dated April 7, 1982, and recorded in the Office of the County Clerk of Sheridan County, Wyoming on April 12, 1982, in Book 265 at page 254.

WITNESS the execution hereof this 3 day of May, 1982.

MCSTAIN ENTERPRISES, INC.

By *Dan Sanders*


Ass't. Secretary

GRANTEE:

CITY OF SHERIDAN, WYOMING

By *Dr. Thompson*

Mayor



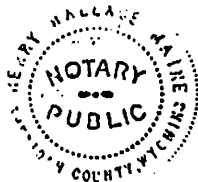
STATE OF WYOMING)
COUNTY OF SHERIDAN) ss

The foregoing instrument was acknowledged before me by Dan Sanders who is the Vice-President of McStain Enterprises, Inc., this 3rd day of May, 1982.

Witness my hand and official seal.

Harry Wallace
Notary Public

My Commission Expires: My commission expires June 16, 1985

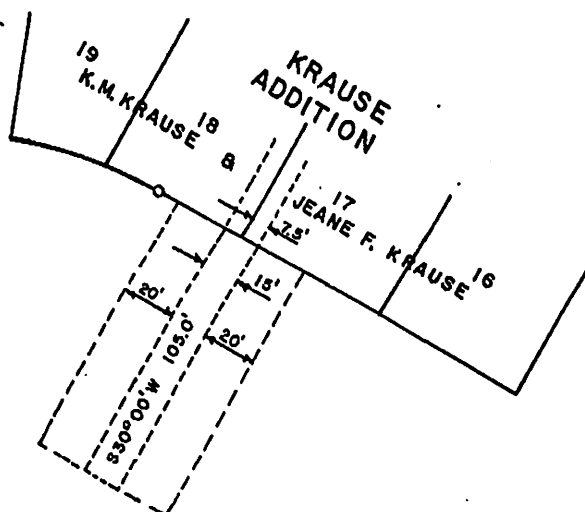


STORM SEWER & DRAINAGE EASEMENT

CITY OF SHERIDAN
SHERIDAN COUNTY, WYOMING



SCALE: 1"=50'



A PERMANENT AND CONSTRUCTION EASEMENT: LOCATED IN THE $\frac{W}{4}$ OF THE $\frac{SW}{4}$ OF SECTION 22, T 56 N, R 84 W OF THE 6TH P.M. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PERMANENT EASEMENT: 7.5' EACH SIDE OF A LINE DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHERLY LOT CORNER COMMON TO LOTS 17 & 18 BLOCK 8 KRAUSE ADDITION THENCE S 30° 00' W, A DISTANCE OF 105 FEET.

CONSTRUCTION EASEMENT: AN ADDITIONAL 20' EACH SIDE OF PERMANENT EASEMENT.