2011-693037 12/22/2011 8:45 AM PAGE: 1 OF 1 BOOK: 530 PAGE: 557 FEES: \$8.00 KH EASEMENT EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

SEWER LINE EASEMENT

This easement is made effective the <u>12</u> day of <u>December</u> 2011, by and between Daniel Muniak and Paula Muniak, husband and wife, (hereinafter referred to as "Grantor") and the City of Sheridan, a municipal corporation and political subdivision of the State of Wyoming, (hereinafter referred to as "Grantee"), who agree that, for and in consideration of good and valuable consideration whose receipt is acknowledged, Grantor hereby grants and conveys to Grantee a utility easement over, across and under the following-described real property, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming:

The Easterly 7.00 feet of Lots 1, 2 and 3 and the Westerly 7.00 feet of Lots 16, 17 and 18, all in Block 72 and the Easterly 7.00 feet of Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9, and the Westerly 7.00 feet of Lots 10, 11, 12, 13, 14, 15, 16, 17 and 18, all in Block 71, all in the Downer's Addition, Sheridan County, Wyoming;

Grantor does hereby grant to Grantee, its employees, agents, contractors and its invitees and assigns, the right to enter upon and use the Property described above for the purposes of surveying, designing, constructing, installing, inspecting, operating, maintaining, tapping, repairing, and replacing municipal sewer lines. This grant includes the right to operate machinery upon the property for these purposes and the right of ingress and egress upon and across Grantors' property adjacent to the easement route for reasonable access thereto. This easement shall be binding upon Grantors' heirs and assigns and shall run with the land.

Grantor shall not hereafter place any permanent improvements within the easement which interfere with the rights granted herein. Permanent improvements constructed within the easement route which in any way interfere with or impede Grantee's use of the easement route shall be removed at the expense of the Grantor upon sufficient notification of Grantee. Grantor shall be responsible for the replacement of minor surface improvements constructed within the easement route beyond trench backfill, grading, and surfacing. Grantee agrees to reshape the ground surface to approximately match pre-existing contours, repair trench settlement and replace surface materials with similar vegetation.

Grantor and Grantee agree Grantor reserves the right to dedicate the Property for use as a public access and utility corridor hereafter. la Muniak Daniel Muniak STATE OF Montana COUNTY OF Corticle This instrument was acknowledged before me by Daniel Muniak this ______ 12⁺¹__ day of _December, 2011. WITNESS my hand and official seal. Signature of Notarial O JASON D BOLLINGER Title: Notary Public NOTARY PUBLIC for the My Commission expires: 03/04/2013 State of Montana Residing at Jordan, Montana My Commission Expires August 4, 2013 STATE OF Montane COUNTY OF Gart This instrument was acknowledged before me by Paula Muniak this ___ | 2 th day of December, 2011. WITNESS my hand and official seal. Signature of Notarial Officer Title: Notary Public My Commission expires: 08/04/2013 JASON D BOLLINGER

NOTARY PUBLIC for the State of Montana Residing at Jordan, Montana

My Commission Expires

August 4, 2013

NO. 2011-693037 EASEMENT

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK ENVIRONMENTAL & CIVIL SOLUTION LLC 1658 S SHERIDAN AVE SHERIDAN WY 82801