

TEMPORARY CONSTRUCTION EASEMENT

FOR AND IN CONSIDERATION of the sum of one dollar and other good, valuable and legal consideration, in hand paid, the receipt of which is hereby acknowledged, RAYMOND G. WILKERSON and BEATRICE T. WILKERSON, husband and wife, herein-after referred to as Grantors do hereby grant unto the CITY OF SHERIDAN, a municipal corporation, located in Sheridan County, Wyoming, hereinafter referred to as Grantee, a temporary construction easement to enter in and upon the following described lands belonging to Grantors, and to use the same for the passage of construction equipment, the deposit of pipe construction materials, and the piling of trenching soil, during the actual construction and laying of a sanitary sewer pipeline in the adjoining portions of Sheridan Avenue, to wit:

A strip of land being 15 feet wide lying West of and adjacent to the West right-of-way line of Sheridan Avenue through and across the S $\frac{1}{4}$ of the S $\frac{1}{4}$ of Lot 4, Section 2, Township 55 N., Range 84 W., 6th Principal Meridian, Sheridan County, Wyoming.

IT IS UNDERSTOOD AND AGREED by and between the parties hereto that the temporary construction easement granted hereby shall terminate upon the completion of the construction of said sanitary sewer pipeline in the adjoining Sheridan Avenue, and that Grantee shall return the lands, and all fences or other improvements thereon to their original or better condition.

IT IS FURTHER UNDERSTOOD AND AGREED that the consideration recited in this temporary construction easement is merely for the purpose of securing said easement, and that in addition to the consideration herein recited, the Grantor shall be fully reimbursed for any and all damages, losses and costs sustained by Grantor as a result of the construction of said pipeline, and that in the event the parties hereto are unable to agree as to the amount of such damages, losses and costs, the Grantor reserves the right, if necessary, to institute legal action against the said Grantee for said damages, losses and costs.

WITNESS the execution hereof this 30th day of November, 1981.

GRANTORS:

Raymond G. Wilkerson

Beatrice T. Wilkerson

GRANTEE

THE CITY OF SHERIDAN, WYOMING

By *Wm. A. Maccher*
MayorSTATE OF WYOMING)
COUNTY OF SHERIDAN)

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The foregoing instrument was acknowledged before me by
 Raymond G. Wilkerson and Beatrice T. Wilkerson, husband and
 wife, this 30th day of November, 1981.

Witness my hand and official seal.



William D. Redd
 Notary Public

My Commission Expires: March 24, 1982