

EASEMENT

This agreement is made this 24 day of March, 2000, by and between **Robert L. Culligan and Noreen J. Naler**, of Sheridan, to reference is made hereinafter as "Grantors," and the **City of Sheridan, Wyoming**, a municipal corporation, to whom reference is made hereinafter as "Grantee."

For good and valuable consideration which is hereby acknowledged, Grantors convey to Grantee an easement and right-of-way across and under the following described real property, described as:

SEE ATTACHED EXHIBITS "A" AND "B."

This easement is granted for the purposes of surveying, constructing, installing, inspecting, operating, maintaining, repairing and replacing water lines, together with all appurtenances that may be necessary and convenient for the water lines, together with the right of ingress and egress upon and across the real property of Grantors at reasonable places and routes for the aforesaid purposes. Grantors' conveyance is solely for the purposes defined above for said water lines, and is not intended for use for any other purposes.

Grantee agrees to reshape, reseed and blend to the level of the adjacent property, all areas disturbed by the construction within the easement; so that it is substantially restored to the condition it was in before its disturbance.

This agreement for easement shall be binding upon Grantors' heirs and assigns and shall be perpetual so long as the easement is used for the purposes above recited. If Grantee fails to construct said water line within a period of ten (10) years from the date of execution of this agreement, this easement shall be come null and void. Furthermore, the temporary construction easements defined in Exhibit "A" and illustrated in Exhibit "B" shall become null and void at the time that the project

contractor's one year contractual warranty expires, which in no event shall extend beyond the 11th day
September
of 2001.

Grantee shall hold Grantors harmless from any legal actions or claims of any form that involve
the easement conveyed by Grantors to Grantee, unless they are the result of Grantors' sole negligence.

The Grantors, their successors in interest and assigns reserve the right to use said easement area
at all times.

In witness whereof, the undersigned have set their hands on the date above written.

Robert L. Culligan
Robert L. Culligan

City of Sheridan

By: [Signature]

Mayor

Attest: [Signature]

Noreen J. Naler
Noreen J. Naler

[Signature]
Clerk

EXHIBIT "A"

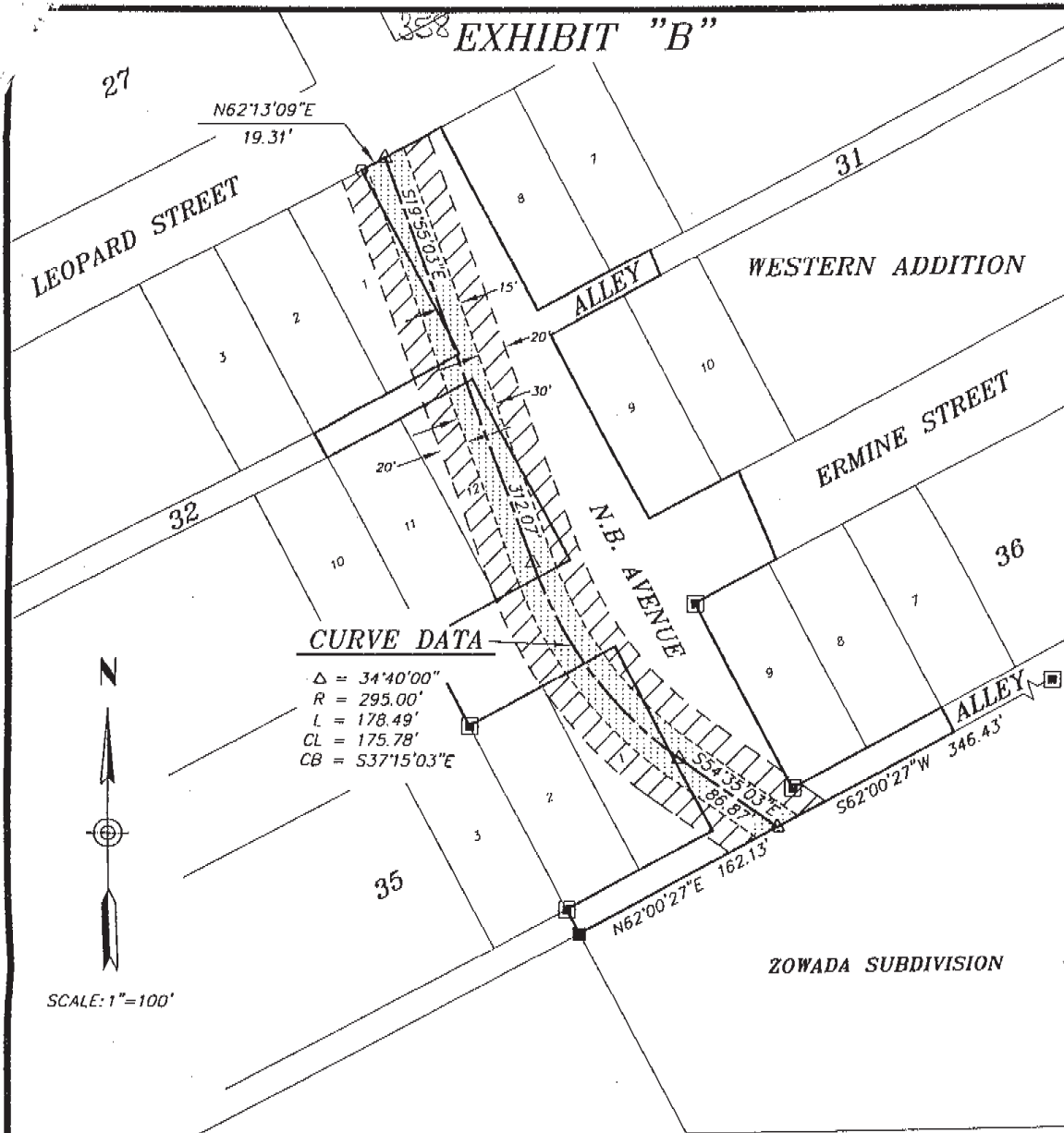
A perpetual waterline easement thirty (30) feet wide, being fifteen (15) feet each side of the following described centerline situated in Lots 1 and 12 of Block 32, Lot 1 of Block 35 and the vacated portions of N.B. Avenue, Ermine Street, the vacated Alley in Block 32, and the vacated Alley lying south of Block 35 and Block 36 all in Western Addition to the City of Sheridan, Wyoming, as shown on Exhibit "B" attached hereto and by this reference made a part hereof; said centerline being more particularly described as follows:

Commencing at the northeast corner of said Lot 1, Block 32; thence $N62^{\circ}13'09''E$, 19.31 feet along the northerly line of said vacated N.B. Avenue and the southerly right of way line of Leopard Street to the **POINT OF BEGINNING** of said easement; thence $S19^{\circ}55'03''E$, 312.07 feet along said centerline to a point; thence along said centerline through a curve to the left, having a radius of 295.00 feet, a central angle of $34^{\circ}40'00''$, an arc length of 178.49 feet, a chord bearing of $S37^{\circ}15'03''E$, and a chord length of 175.78 feet to a point; thence $S54^{\circ}35'03''E$, 86.87 feet along said centerline to the **POINT OF TERMINUS** of said easement, said point lying on the northerly line of Zowada Subdivision and being $N62^{\circ}00'27''E$, 162.13 feet from the northwest corner of said Zowada Subdivision.

The above described easement contains 0.397 acres more or less, and is subject to any rights-of-way and/or easements, reservations and encumbrances which have been legally acquired.

In addition, temporary construction easements will be required, being a strip of land twenty (20) feet wide, the westerly line of said easement being the easterly line of said perpetual waterline easement, and also a strip of land twenty (20) feet wide, the easterly line of said strip being the westerly line of said perpetual waterline easement. Said temporary construction easements contain 0.53 acres more or less, and will become null and void at the time that the project contractor's one year contractual warranty expires.

EXHIBIT "B"



CURVE DATA

$\Delta = 34^{\circ}40'00''$
 $R = 295.00'$
 $L = 178.49'$
 $CL = 175.78'$
 $CB = S37^{\circ}15'03''E$

N



SCALE: 1"=100'

SURVEYOR'S CERTIFICATE

STATE OF WYOMING
COUNTY OF SHERIDAN :55

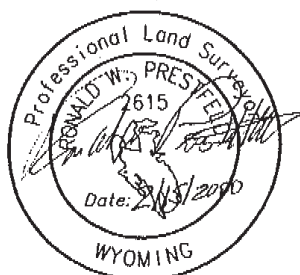
I, RONALD W. PRESTFELDT A DULY REGISTERED LAND SURVEYOR IN THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THIS PLAT TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION.

LEGEND

- FOUND 1-1/2" ALUMINUM CAP ON 5/8" REBAR PER LS 2615
- FOUND 3" ALUMINUM CAP PER LS 2615
- △ ANGLE POINT/END-BEGIN EASEMENT
- NOTHING FOUND/NOTHING SET
- LOT LINE
- LINE OF VACATION
- - - RIGHT-OF-WAY LINE "WATERLINE EASEMENT"
- - - RIGHT-OF-WAY LINE "CONSTRUCTION EASEMENT"
- - - CENTERLINE OF 30' PERPETUAL WATERLINE EASEMENT

BASIS OF BEARINGS IS WYOMING STATE PLANE (EAST CENTRAL ZONE)

- 30' WIDE PERPETUAL WATER LINE EASEMENT (±0.397 ACRES)
- 20' WIDE TEMPORARY CONSTRUCTION EASEMENT (±0.530 ACRES)



PRESTFELDT
SURVEYING

PO BOX 3082
 SHERIDAN, WY 82801
 JN: 20005
 DF: 2000/20005E1

307-672-7415
 FAX 674-5000
 FEBRUARY, 2000

STATE OF WYOMING)
 : SS
COUNTY OF SHERIDAN)

The foregoing easement was acknowledged before me the 24th day of March, 2000, by
Robert L. Culligan and Noreen J. Naler.

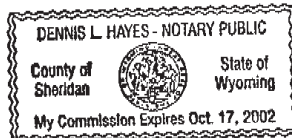
WITNESS MY HAND AND OFFICIAL SEAL.



Brenda K. Rodriguez
NOTARY PUBLIC

My Commission Expires: Aug. 31, 2003

STATE OF WYOMING)
 : SS
COUNTY OF SHERIDAN)



On this 29th day of March, 2000, before me personally appeared Jim Wilson, to me personally known, who having been by me first duly sworn, did depose and say: that he is the Mayor of The City of Sheridan, Wyoming, the municipal corporation described in and which executed the foregoing instrument; that the seal affixed to said instrument is the corporate seal of said corporation; and that said instrument was executed in behalf of said corporation by authority of its Mayor and City Council. And the said Jim Wilson acknowledged said instrument to be the free and voluntary act and deed of said corporation.

Given under my hand and official seal the day and year in this certificate first above written.

Dennis L. Hayes
NOTARY PUBLIC

My Commission Expires: 10/17/2002

EASEMENT