

EASEMENT FOR MUNICIPAL WATER PIPELINE

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, RILEY ENTERPRISES, INC., a corporation, hereinafter referred to as Grantor, does hereby grant unto the CITY OF SHERIDAN, a municipal corporation, situate in Sheridan County, Wyoming, hereinafter referred to as Grantee, an easement to lay, maintain, inspect, alter, repair, operate, protect, remove and relay a water pipeline over, through and under the following described lands situate in Sheridan County, Wyoming, to-wit:

The West 10 feet of the East 140 feet of Lot 8, Block 2 of Suburban Homes Co. addition to the City of Sheridan, Wyoming, the center line of said easement being located 135 feet West of the West line of the vacated portion of Massey Avenue.

together with the right of ingress and egress to, from and along said line for the purposes aforesaid, which easement and all rights hereunder shall continue in perpetuity unless the grantee shall discontinue to use the same for the purposes aforesaid and abandon said easement.

In addition, Grantor will allow the use of the West 20 feet of the East 140 feet of Lot 8, Block 2 of Suburban Homes Co. addition to the City of Sheridan, Wyoming, for the original construction of said water line.

Grantee, after completion of construction will repair and return the surface to the same condition as it was prior to construction, including the graveling of surface, and if at any time the site should sink or recess, the Grantee will be responsible for replacing the necessary fill and gravel.

Grantee shall hold the Grantor harmless from any liability whatsoever as a result of Grantee's construction of said water line.

The Grantor shall not be responsible for any damage to the line as a result of truck traffic on said easement.

Grantor shall also have the right to tap unto said water line at any time upon payment of the applicable tap fees.



WITNESS my hand and official seal.
a corporation.
President and Secretary respectively of Riley Enterprises, Inc.,
16th day of August, 1978, by Robert E. Hoisington, as
The foregoing instrument was acknowledged before me this
COUNTY OF SHERIDAN)
STATE OF WYOMING) ss.
Secretary
ATTEST:
President
RILEY ENTERPRISES, INC.
WITNESS the execution thereof this 16th day of August, 1978.
sonal representatives, successors or assigns of the parties hereto.
and be binding upon the heirs, executors, administrators or per-
The terms, conditions and provisions hereof shall extend to
writing by the Grantee.
or permit the same to be done by others, except as may be agreed in
struct any obstruction, works or other structure upon said easement,
said Grantee; but the Grantor agrees not to build, create or con-
as the same may be necessary for the purposes herein granted to
use and enjoy the surface of the easement granted hereby, except
face structures or appurtenances. Grantor reserves the right to
the maintenance of a water line, it would interfere with any sur-
manner which, while it will not preclude or even make difficult
ing fire hydrants, since Grantor intends to use the surface in a
easement for manholes or any connections or appurtenances, includ-
Grantor specifically does not grant, by this instrument, an