

EASEMENT FOR SANITARY SEWER 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, ALTON R. COULTER, D. BRUCE BURNS, FLOYD LEGERSKI and MARVIN TURNER hereinafter referred to as Grantors, do 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 sanitary sewer pipeline, together with all necessary appurtenances thereto, over, through and under the following described lands situate in Sheridan County, Wyoming, to wit:

A strip of land 20 feet wide lying 10 feet on each side of the following described line lying in the South 68 feet of Lot 3, Lots 4, 5 and 6 of the Demple Subdivision to the City of Sheridan:

Beginning at a point on the south line of Lot 6, said point being S.89°34'11"E., 520.78 feet from the southwest corner of said Lot 6; Thence N.08°15'30"W., 309.41 feet to a point on the north line of the south 68 feet of Lot 3, said point being S.89°34'11"E., 474.29 feet from the northwest corner of the said south 68 feet of Lot 3.

During actual construction of the pipeline, and subject to all provisions hereof, Grantee shall be entitled to use a 50 foot construction easement adjacent to and west of the westerly right-of-way line of the Burlington Northern Railroad.

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.

Grantors reserve the right to use and enjoy the surface of the easement granted hereby, except as the same may be necessary for the purposes herein granted to said Grantee; but the Grantors agree not to build, create or construct any obstruction, works or other structure upon said easement, or permit the same to be done by others, except as may be agreed in writing by the Grantee.

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

WITNESS the execution thereof this 21st day of <sup>October</sup> ~~August~~, 1981.

GRANTORS:

Alton R. Coulter  
Alton R. Coulter

D. Bruce Burns  
D. Bruce Burns

Floyd Legerski  
Floyd Legerski

Marvin Turner  
Marvin Turner

STATE OF WYOMING )  
 ) ss  
COUNTY OF SHERIDAN)

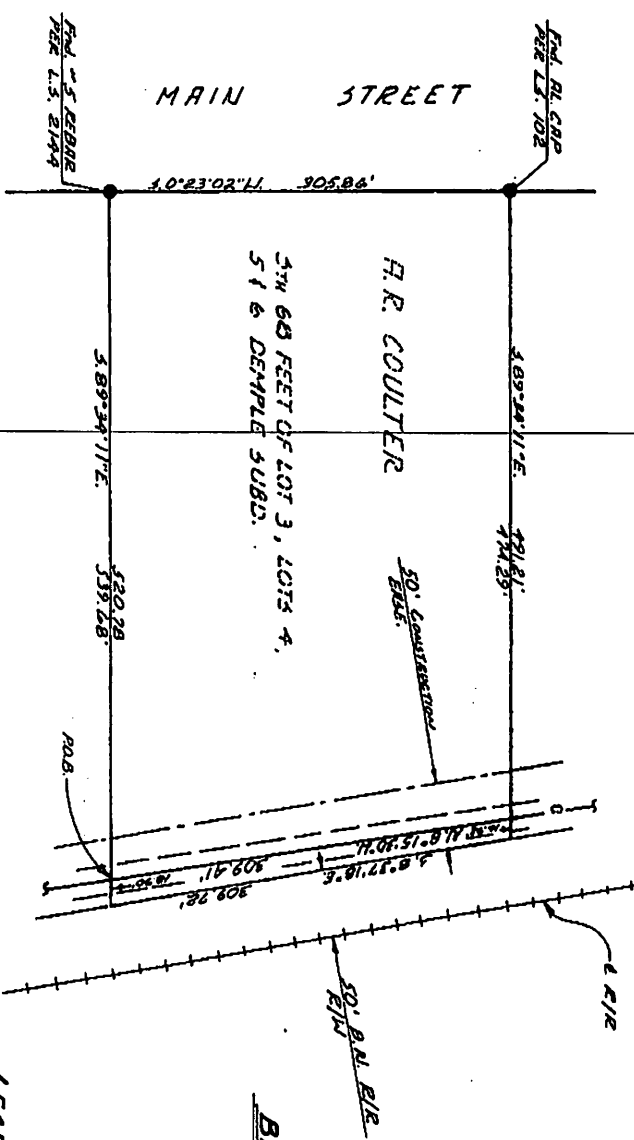
The foregoing instrument was acknowledged before me this 21st  
day of August, 1981, by Alton R. Coulter, D. Bruce Burns, Floyd  
Legerski and Marvin Turner.

Witness my hand and official seal.

Carla J. Oliver  
Notary Public



Commission Expires: 5/23/82



**LEGEND**

- Property Boundary
- Center Line of Road
- Easement (to water and or E)
- Boundary Monument
- Em. Road
- Right of Way
- Center Line

**PLAT OF BERKINS**

WYOMING STATE PLAT

**Graham**  
restfields  
**Company**  
**SURVEYORS**

888 COPPERH AVENUE  
SHERIDAN, WYOMING 82801  
(307) 676-6311  
(307) 676-6757

PLAT SHOWING EASEMENT REQUIRED FOR NORTHEAST SHERIDAN INTERCEPTOR SEWER			
ALTON R. COULTER - RECORD OWNER POR NE 1/4, NE 1/4, SEC 22, T56N, R.84W, SHERIDAN COUNTY WYOMING			
DRAWN TH	CHECKED RP	DATE 5-13-1981	SHEET NO. 1 of 1

AGREEMENT  
SUBJECTING MORTGAGE TO EASEMENT

In consideration of One Dollar (\$1.00) to the undersigned paid by the City of Sheridan, Wyoming, and the execution of the attached grant of an easement or right of way by the owners of the premises therein described, the terms of which grant are incorporated herein and made a part hereof, the undersigned, being the owner and holder of all the indebtedness secured by a certain mortgage dated July 15, 1980, recorded in the Office of the County Clerk of Sheridan County, State of Wyoming, in Book 188 of Mortgages, at page 278 and conveying for that purpose the premises described in the attached grant, hereby grants to the City of Sheridan, Wyoming, its successors and assigns, the same right of way described in the attached grant, and agrees that such right of way shall be prior and paramount to all rights under such mortgage and that any sale under foreclosure of that mortgage shall be subject to such right of way.

Dated 10/21/, 1981.

Alvin Burton Palmer

Anna Mabel Palmer

STATE OF WYOMING )  
                          ) ss  
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this 21st day of ~~September~~ October 1981 by Alvin Burton Palmer and Anna Mabel Palmer.

Witness my hand and official seal.

Carla J. Oliver  
Notary Public

My Commission Expires: 5/23/82



AGREEMENT  
SUBJECTING MORTGAGE TO EASEMENT

In consideration of One dollar (\$1.00) to the undersigned paid by the City of Sheridan, Wyoming, and the execution of the attached grant of an easement or right of way by the owners of the premises therein described, the terms of which grant are incorporated herein and made a part hereof, the undersigned, being the owner and holder of all the indebtedness secured by a certain mortgage dated July 15, 1980, recorded in the Office of the County Clerk of Sheridan County, State of Wyoming, in Book 188 of Mortgages, at page 315 and conveying for that purpose the premises described in the attached grant, hereby grants to the City of Sheridan, Wyoming, its successors and assigns, the same right of way described in the attached grant, and agrees that such right of way shall be prior and paramount to all rights under such mortgage and that any sale under foreclosure of that mortgage shall be subject to such right of way.

Dated October 12, 1981.

Kenneth H. McCormack  
Kenneth McCormack

D'Ann McCormack  
D'Ann McCormack

STATE OF WYOMING )  
                          ) SS  
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Kenneth McCormack and D'Ann McCormack this 12<sup>th</sup> day of September, 1981.

Witness my hand and official seal.



My Commission Expires: 5/23/82

Carla J. Oliver  
Notary Public