

EASEMENT

This right-of-way easement agreement made this 4TH day of JUNE, 1992, by and between Frank and Rosie Elaine Belus, of Sheridan County, Wyoming, hereinafter referred to as "Grantors", and the SHERIDAN AREA WATER SUPPLY JOINT POWERS BOARD, a joint powers board existing under agreement between the County of Sheridan, Wyoming and the City of Sheridan, Wyoming, hereinafter referred to as "Grantee".

For and in consideration of Two Thousand Seven Hundred Thirty Seven and 32/100 Dollars (\$ 2,737.32), and other good and valuable consideration, Grantors convey to Grantee an easement and right-of-way across and under the following-described real property, described as:

SEE EXHIBITS "A" AND "B"

for the purposes of surveying, constructing, installing, inspecting, operating, maintaining, repairing and replacing an underground water line, together with all appurtenances that may be necessary and convenient for the conveyance of water, 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. Grantee agrees to reshape, reseed and restore all areas disturbed during construction within the easement and right-of-way in a workmanlike manner.

This right-of-way 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.

In witness whereof Grantors sign this Deed on the date above written.

Frank Belus
Frank Belus

Rosie E. Belus
Rosie Elaine Belus

My Commission Expires: _____

Notary Public

Witness my hand and official seal.

this _____ day of _____, 19____

The foregoing instrument was acknowledged before me by

STATE OF WYOMING)
County of Sheridan)
ss. _____

My Commission Expires: April 12, 1995



Notary Public

Witness my hand and official seal.

this 4th day of JUNE, 1992.

The foregoing instrument was acknowledged before me by

STATE OF WYOMING)
County of Sheridan)
ss. _____

FRANK AND ROSIE ELAINE BELUS

68
EXHIBIT "A"

A perpetual water line easement twenty (20) feet wide, being ten (10) feet each side of the following described centerline situated in Lot 4 of Section 1, Township 55 South, Range 84 West, 6th P.M., Sheridan County, Wyoming, as shown on Exhibit "B" attached hereto and by this reference made a part hereof; said centerline more particularly described as follows:

Commencing at the north quarter corner of said Section 1; thence S58°56'57"W, 2586.73 feet to the POINT OF BEGINNING of the herein described easement, said point lying on the east line of a tract of land described in Book 198 of Deeds, Page 316; thence twenty (20) feet northerly and parallel to the north right of way line of U.S. Highway 14 through a curve to the left, having a radius of 1343.24 feet, a central angle of 08°45'23", an arc length of 205.29 feet, a chord bearing of N76°33'03"W, and a chord length of 205.09 feet to the POINT OF TERMINUS, said point lying on the east line of a tract of land described in Book 230 of Deeds, Page 383, and being S10°08'37"E, 1287.19 feet from the northwest corner of said Section 1.

The above described easement contains 0.094 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, a temporary construction easement will be required, being a strip of land fifteen (15) feet wide, the southerly line of said strip being the northerly line of said perpetual twenty (20) foot easement, and also a strip of land lying southerly of the southerly line of said perpetual twenty (20) foot easement and northerly of the northerly right of way line of U.S. Highway 14. Said temporary construction easement contains 0.118 acres more or less, and will become null and void at the time that the project contractor's one year contractual warranty expires.

