

EASEMENT FOR SANITARY SEWER PIPELINE

FOR AND IN CONSIDERATION of the sum of Two Thousand Five Hundred Dollars (\$2,500.00) and other good, valuable and legal consideration, RUSSELL J. YORK, 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 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 Mountain View Addition to the City of Sheridan, Wyoming and the West $\frac{1}{2}$ NE $\frac{1}{4}$ Section 35, T. 56 N., R. 84 W.:

Beginning at a point lying on the south right-of-way line of Gillette Street and the centerline of the vacated Skinner Street in said Mountain View Addition, said point being N.89°47'34" E. a distance of 32.97 feet from the northeast corner of Lot 7, Block 6 of the said Mountain View Addition; thence S.0°13'32" E. a distance of 82.83 feet to a point; thence S.62°19'05" E. a distance of 600.02 feet to a point on the south line of Catherine Street and said Mountain View Addition; thence S.62°19'05" E. a distance of 173.85 feet to a point on the west right-of-way line of Interstate Highway I-90, said point being N.0°37'50" W. a distance of 317.85 feet from a right-of-way monument. (Station 246+00)

During actual construction of the pipeline, and subject to all provisions hereof, Grantee shall be entitled to use a 70 foot construction easement lying 35 feet on each side of the above described line.

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.

IT IS FURTHER UNDERSTOOD AND AGREED AS FOLLOWS:

1. Grantor reserves 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 Grantor agrees not to build, construct or create any obstruction, works or other structure upon said easement, or permit the same to be done by others, except as may be agreed

to in writing by the Grantee.

2. Grantee agrees that any pipeline constructed under said right-of-way shall, at the time of the construction thereof, be buried to a depth of at least five feet, and will return the areas covered by its right-of-way and used during construction in as near the original condition as possible, after construction has been completed.

3. Grantee agrees to pay any damages which may arise to the Grantor or any of his property from the exercise of the rights herein granted, whether arising from the original construction of said line, or any fixtures appurtenant thereto, any future construction which might be agreed upon by the parties, or the maintenance, repair, operation or removal thereof.

4. Grantee further grants to Grantor the right to make one sanitary sewer tap, or hook-up, to the municipal sewer system without the payment of any plant investment fee or any tap fee. It is understood that the interceptor line being installed in this easement cannot be tapped, by individual service taps, and that the sewer tap granted herein will have to be connected to an existing or future lateral, lateral stub, or to a man-hole. It is also understood that the sewer tap granted herein shall not exceed eight inches in size, shall be used upon the lands for which this easement is granted, and shall not be transferable to other lands.

5. Grantee further agrees, that in the course of the construction of the new sewer interceptor, Grantee will connect up thereto the two eight inch laterals presently serving Grantors mobile home park.

6. 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 22 day of February, 1982.

GRANTOR:

Russell J. York
Russell J. York

GRANTEE:

CITY OF SHERIDAN, WYOMING

By M. Shumaker



City Clerk

STATE OF WYOMING)
) ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by
Russell J. York, this 22 day of February, 1982.

Witness my hand and official seal.

Harry J. Adwanby
Notary Public



My Commission Expires: July 19, 1983

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