

AGREEMENT FOR SEWER LINE EASEMENT

This Agreement made the _____ day of October, 2004, between **G. Joan Lund**, to whom reference is made hereinafter as "First Adjoining Owner," which expression shall be deemed to include her heirs and assigns, and **Martha Lindsley Thiesfeld**, to whom reference is made hereinafter as "Second Adjoining Owner," which expression shall be deemed to include her heirs and assigns.

Whereas, the First Adjoining Owner is the owner of a parcel of land described as follows:

A tract of land situated in the East half of the SW quarter of Section 34, Township 56 North, Range 84 West of the 6th Principal Meridian, County of Sheridan, Wyoming, described as follows, to wit:

Beginning at a point 1100 feet South of the North line of said SW¼ and 775.5 feet West of the West line of the Sheridan Gardens Addition to the City of Sheridan, Wyoming, thence West on a line parallel with the North line of said SW¼, a distance of 429 feet; thence South along a line parallel with the West line of said Addition, a distance of 225.5 feet; thence East along the North line of Absaraka Street extended, of said Addition, a distance of 429 feet; thence North on a line parallel with the West line of said Sheridan Gardens Addition, a distance of 225.5 feet to the point of beginning;
EXCEPTING any parts heretofore conveyed to others.

Whereas, the Second Adjoining Owner is the owner of a certain other parcel of land described as follows:

Lot 13 of the Replat of Schwabauer Subdivision. A subdivision in Sheridan County, Wyoming, as recorded in book 1 of Plats, Page 292.

Whereas, a sewer line has been constructed beneath the surface of the above described property of the Second Adjoining Owner running parallel to the East boundary of said property, and is connected with the main or public sewer; and

Whereas, said sewer line serves the above-described property of the First Adjoining Owner;

NOW THEREFORE, in consideration of the above and foregoing, and in further consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid to Second Adjoining Owner, the receipt and sufficiency whereof is hereby acknowledged, Second Adjoining Owner does hereby grant unto the First Adjoining Owner and to her heirs,

successors in interest, and assigns, an easement for a sewer line located in Sheridan County, and State of Wyoming, to-wit:

An easement including all of the property in Lot 13 lying within 14 feet of the East boundary line of Lot 13, Schwabauer Subdivision, Sheridan County, Wyoming.

This easement is granted for the purposes of inspecting, operating, maintaining, repairing and replacing said sewer line, together with all appurtenances that may be necessary and convenient for the sewer line, together with the right of ingress and egress upon and across the real property of Second Adjoining Owner for the aforesaid purposes.

This easement and the covenants herein contained shall be construed as running with the lands for the private use and benefit of the First Adjoining Owner, her heirs, successors in interest and assigns.

This agreement for easement shall be binding upon Second Adjoining Owner's heirs and assigns and shall be perpetual so long as the easement is used for the purposes above recited.

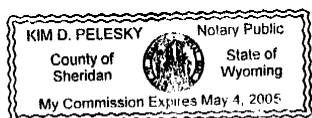
IN WITNESS WHEREOF, the parties hereto have set their hands this _____ day of October, 2004.

Martha K. Lindsley Thiesfeld
Martha K. Lindsley Thiesfeld

G. Joan Lund
G. Joan Lund

STATE OF WYOMING)
 : SS
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this 20th day of October, 2004, by **Martha K. Lindsley Thiesfeld**.



Kim D. Pelesky
NOTARY PUBLIC

My Commission Expires: May 4, 2005

STATE OF WYOMING)
 : SS
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this 21st day of October, 2004, by **G. Joan Lund**.

Nicole R. Christensen
NOTARY PUBLIC

My Commission Expires: 8-18-07

