

## GRANT OF EASEMENTS

RECORDED MAY 25, 1973, BK 194 PG 439, NO. 627036, B. B. HUME, COUNTY CLERK

THIS GRANT OF EASEMENT, made this 10th day of May, 1973, by and between SAFEWAY STORES, INCORPORATED, a Maryland corporation, party of the first part, and A. M. JOHNSTON, ~~an individual, party of the first part~~ and J. E. Johnston, Husband and Wife, party of the Second Part;

W I T N E S S E T H :

THAT, WHEREAS, party of the first part is owner of certain real property situated in the County of Sheridan, State of Wyoming, more particularly described as:

Lots 14, 15, 16, 17, 18, 19, 28, 29, 30, and 31, Block 4, South Park Addition to the Town, now City of Sheridan, Sheridan County, Wyoming, hereinafter referred to as Parcel 1; and

WHEREAS, party of the second part is the owner of certain real property adjacent to and on the Northwest of Parcel 1 described herein, which property is more particularly described as follows:

Lot 13, Block 4, South Park Addition, City of Sheridan  
County of Sheridan, State of Wyoming, hereinafter  
referred to as Parcel 2; and

WHEREAS, party of the second part desires to use and maintain a sewer line beneath the surface of Parcel 1 in the location shown on the plot plan attached hereto as Exhibit "A" and made a part hereof.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, the parties hereto agree as follows:

FIRST: For value received, party of the first part hereby grants to party of the second part a 10 foot easement, the center line of which is more particularly described on Exhibit "B" attached hereto, for the use, repair and maintenance of an underground sewer line beneath the surface of Parcel 1, for so long as party of the second part, his heirs, personal representatives, successors and/or assigns, occupies or owns the above described Parcel 2 for residential purposes only, or so long as party of the second part, his heirs, personal representatives, successors and/or assigns shall make use of the same for the purpose specified herein, but upon permanent discontinuance of said sewer line or the use of Parcel 2 for residential purposes, whichever shall first occur, this easement shall be of no further force or effect. Said easement also includes right of necessary access from the surface of Parcel 1 and the right of necessary ingress and egress over Parcel 1 for the purpose of exercising the rights herein granted.

SECOND: Any operation performed in connection with the easement granted herein shall be carried out at no cost to party of the first part and shall be performed so as to interfere as little as possible with the use and enjoyment of Parcel 1 by party of the first part, its successors and/or assigns, invitees or licensees or by any other persons lawfully present thereon. Any damage resulting from the exercise of the easement granted herein to the surface of Parcel 1 or improvements thereon shall be promptly repaired and/or restored by party of the second part in a workmanlike manner to their condition just prior to such damage.

THIRD: Party of the second part hereby agrees to indemnify and hold party of the first part harmless from any claim or damage arising from the construction, use, repair or maintenance of the 10 foot easement granted herein. Party of the second part further agrees that it will permit no mechanic's, materialmen's or other liens to stand against Parcel 1 for work or materials furnished party of the second part in connection with the easement granted herein.

FOURTH: This easement shall continue so long as party of the second part, its heirs, personal representatives, successors and/or assigns shall make use of the same for the purpose specified herein, but

upon permanent discontinuance of said use, this easement shall be of no further force and effect.

FIFTH: Each and all of the covenants, terms, agreements and obligations of this Grant of Easement shall extend to and bind and inure to the benefit of the successors, assigns, invitees or licensees, and/or any other persons lawfully present thereon, of the party of the first part and to the heirs, personal representatives, successors and/or assigns of the party of the second part; that herein the singular number includes the plural and the masculine gender includes the feminine and the neuter.

IN WITNESS WHEREOF, the parties have signed this Grant of Easement as of the day and year first above written.



SAFEWAY STORES, INCORPORATED  
(a Maryland corporation)

By [Signature]  
Its Assistant Vice President

By [Signature]  
Its Assistant Secretary

A. M. Johnston  
A. M. JOHNSTON, ~~AN/MDAA/MDAA/~~  
J. E. Johnston  
J. E. JOHNSTON,

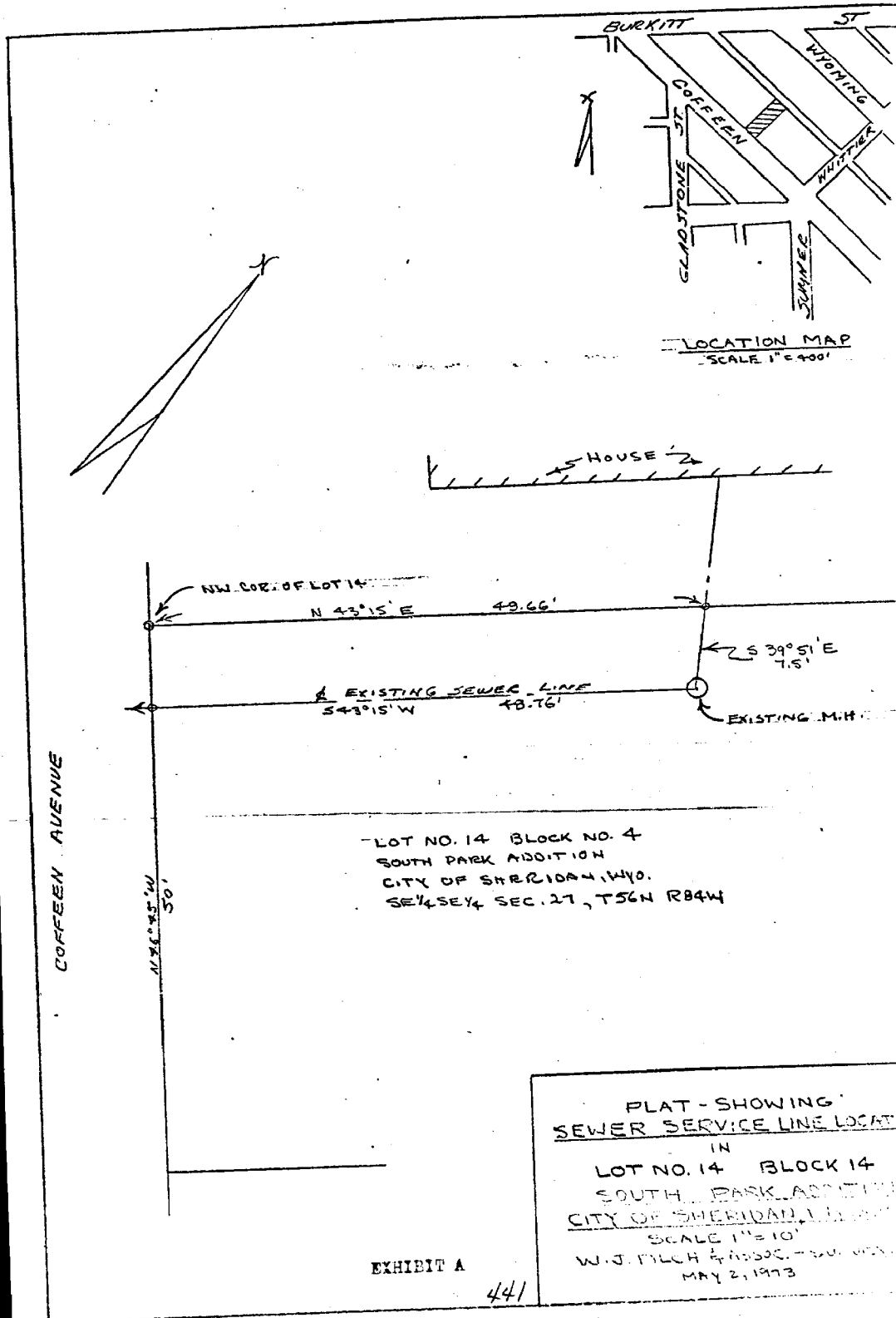


EXHIBIT A

441

442

DESCRIPTION

SEWER LINE EASEMENT

SAFEWAY STORES, INC.

An easement for a Sanitary Sewer Service line located in Lot No. 14, Block No. 4, of the South Park Addition to the City of Sheridan, Sheridan County, Wyoming, also located in the SE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 27, T56N, R84W, the center line of which is described as follows:

Beginning at a Point on the Northerly boundary of said Lot No. 14, said Point being located N43°15'E, 49.66 Feet from the NW Corner of said Lot No. 14; thence S39°51'E, 7.5 feet to true point of beginning, said Point being the center of an existing manhole; thence S43°15'W, 48.76 feet to the Westerly Boundary of said Lot No. 14.

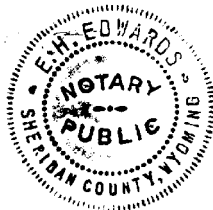
EXHIBIT "B"

STATE OF Wyoming }  
COUNTY OF Sheridan } ss.

9.11.73  
On this 17 day of May and J. E. Johnston

appeared A. M. JOHNSTON, to me personally known, who, being by me duly sworn, did say that he is the person described in said instrument, and acknowledged said instrument to be his free act and deed.

GIVEN UNDER my hand and seal this 17 day of May, 1973.



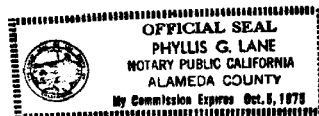
E. H. Edwards  
NOTARY PUBLIC in and for the County of  
Sheridan, State of Wyoming.  
My commission expires: July 25, 1974.

STATE OF CALIFORNIA )  
COUNTY OF ALAMEDA ) ss.

On this 10th day of May, 1973, before me appeared PATRICK S. TOTMAN and RICHARD H. COSTELLO, to me personally known, who, being by me duly sworn, did say that they are the Assistant Vice President and Assistant Secretary, respectively, of SAFEWAY STORES, INCORPORATED, and that the seal affixed to the said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said PATRICK S. TOTMAN and RICHARD H. COSTELLO acknowledged said instrument to be the free act and deed of said corporation.

GIVEN under my hand and seal this 10th day of May, 1973.

(Notarial Seal)



Phyllis G. Lane  
PHYLLIS G. LANE, NOTARY PUBLIC, in  
and for the State of California,  
with principal office in the County  
of Alameda.

My commission expires: 10-5-75.