

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned GEORGE B. HOLMES and DIXIE L. HOLMES, husband and wife, of 136 Scott Drive, Sheridan, Wyoming 82801, (hereinafter referred to as "Grantor"), for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto NORTHWESTERN DEVELOPMENT COMPANY, INC., a Wyoming corporation, of 2146 Coffeen Avenue, Sheridan, Wyoming, 82801, (hereinafter referred to as "Grantee") a perpetual easement for the purposes of the operation, alteration, maintenance and repair of underground sewers in, into, upon, across and under the following described land, to-wit:

See Exhibit "A" attached hereto and made a part hereof.

It is expressly understood and agreed that Grantee shall have the right of ingress to and egress from the described lands, upon reasonable notice to Grantor, for the purpose of maintaining, repairing, altering, and keeping said sewers in usable condition.

In addition to the perpetual easement described above, Grantor hereby grants a temporary construction easement to Grantee, its agents and employees, with necessary equipment, to enter upon and have access to a strip of land lying 50 feet to the north of and 20 feet to the south of the line described on Exhibit "A" attached hereto. Said temporary construction easement is shown on Exhibit "B" attached hereto and made a part hereof.

The above grant of temporary easement shall terminate sixty days after the completion of construction or one (1) year from the date of this instrument, whichever occurs

first. Upon termination of the temporary construction

easement, Grantee will return the property as nearly as

practicable to its original condition, taking into con-

sideration the nature of the work being performed.

This grant of easement shall run with the land and

shall be binding on and shall inure to the benefit of the

parties hereto, their heirs, successors or assigns.

DATE this 16th day of July, 1986.

George B. Holmes
GEORGE B. HOLMES

Dixie L. Holmes
DIXIE L. HOLMES

STATE OF WYOMING
)
COUNTY OF SHERIDAN
)
ss

The foregoing instrument was acknowledged before me
this 16th day of July, 1986, by George B.
Holmes and Dixie L. Holmes, husband and wife.

WITNESS my hand and official seal.



Patricia A. Roney
Notary Public

My Commission expires: September 8, 1989

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EXHIBIT "A"

LEGAL DESCRIPTION

A strip of land 20 feet wide lying 10 feet on each side of the following described line located in Lot 3, Section 2, Township 55 North, Range 84 West, 6th P.M., Sheridan County, WY; said centerline being more particularly described as follows:

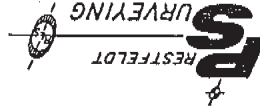
Beginning at a point on the east line of a tract of land described in Book 228 of Deeds, Page 325, said point being S33°04'16"W, 1198.15 feet from the northeast corner of said Lot 3; Thence N89°53'16"W, 59.71 feet to a point on the centerline of an existing 10" sanitary sewer line (Book 176 of Deeds, Page 151), said point being S35°24'09"W, 1231.66 feet from the northeast corner of said Lot 3.

This instrument also includes a 70 foot wide construction easement lying 50 feet north and 20 feet south of the above described line.

Basis of bearings is Wyoming State Plane.

REGISTRARS IN:
WYOMING, MONTANA,
IDAHO and UTAH.

POST OFFICE BOX 2082
SHELDON, WY 82001
(202) 634-7085



RONALD W. PRESTFELDT

DRAWN
T.S.

CHECKED
R.W.P.

DATE
4-11-86

SHEET NO.
1 of 1

PLAT SHOWING SEWER LINE EASEMENT
CLIENT: Northwest Development Co.
LOCATION: Lot 3, Section 2, T55N R84W, 6th
P.M., Sheridan County, Wyoming

STATE HIGHWAY 334

589°53'16"E
659.0

BASIS OF BEARINGS IS WYOMING STATE PLANE

N0°17'49"W 286.75'

BOOK 228, PAGE 325
(George B. Holmes & Dixie L. Holmes)

SCALE: 1"=40'



East Line Lot 3

Existing 30' Sewer Easement
(Book 176 of Deeds, Pg 151)

20' Permanent Easement

10' Construction Easement

30'-

535°04'16"W 198.15'

535°24'09"W 1231.66'

EXHIBIT "B"

N.E. Corner
Lot 3, Section 2