



AGREEMENT FOR SEWER and WATER LINE EASEMENTS

Agreement made the 13th day of January, 2011, between Frank P. Smedley and D. Lorene Smedley, to whom reference is made hereinafter as "Grantors," which expression shall be deemed to include them and their assigns, and Paul R. Del Rossi, to whom reference is made hereinafter as "Grantee," which expression shall be deemed to include it and its assigns;

Whereas, the Grantors are the owners of a parcel of land described as follows:

Lot numbered 4 in Block numbered 10 in the Amended Plat of parts of Blocks 2, 3, 5, 6, 9, 10, 13, 14, 17 and 18 in Coffeen's Second Addition to the Town, now City, of Sheridan, Sheridan County, Wyoming;

Whereas, the Grantee is the owner of a certain other parcel of land described as follows:

Lot numbered 5 in Block numbered 10 in the Amended Plat of parts of Blocks 2, 3, 5, 6, 9, 10, 13, 14, 17 and 18 in Coffeen's Second Addition to the Town, now City, of Sheridan, Sheridan County, Wyoming;

Whereas, a sewer line and a water line for the use of the above described premises of Grantee are situated on Grantors' property described above and maintenance of said water and sewer lines will necessitate Grantee's use of Grantors' property where the water and sewer lines are situated and the surrounding narrow portions of Grantors' property;

Whereas, Grantors and Grantee intend that the existing sewer and water lines above-described shall be replaced with new water and sewer lines in one ditch to serve both the Grantors' and the Grantee's properties;

NOW THEREFORE, in consideration of the above and foregoing, in further consideration of other good and valuable consideration, Grantor does hereby grant unto the Grantee and to his successors in interest and assigns, an easement for the above-described existing sewer line and maintenance of the sewer line, located in Sheridan County, and State of Wyoming, to-wit:

A 20.0 foot wide sewer line easement located in Lot 4 in Block numbered 10 in the Amended Plat of parts of Blocks 2, 3, 5, 6, 9, 10, 13, 14, 17 and 18 in Coffeen's Second Addition to the Town, now City, of Sheridan, Sheridan County, Wyoming:

Beginning at a point on the westerly line of said Lot 4, thence easterly to the point of ending, said point being on the easterly line of said Lot 4, lengthening or shortening the sidelines of said easement to intersect property boundary lines.

THEREFORE, also in consideration of the above and foregoing, in further consideration of other good and valuable consideration, Grantor does hereby grant unto the Grantee and to his

AGREEMENT FOR EASEMENTS

 DLS. PDR



successors in interest and assigns, an easement for the above-described existing water line and maintenance of the water line, located in Sheridan County, and State of Wyoming, to-wit:

A 20.0 foot wide water line easement located in Lot 4 in Block numbered 10 in the Amended Plat of parts of Blocks 2, 3, 5, 6, 9, 10, 13, 14, 17 and 18 in Coffeen's Second Addition to the Town, now City, of Sheridan, Sheridan County, Wyoming:

Beginning at a point on the southerly line of said Lot 4, thence northerly to the point at which the existing water line turns east, thence easterly to the east line said Lot 4, lengthening or shortening the sidelines of said easement to intersect property boundary lines.

These easements are granted for the purposes of inspecting, operating, and maintaining, the existing water and sewer lines, together with all appurtenances that may be necessary and convenient for the water and sewer lines, under and through the above-described property subject to the easement, together with the right of ingress and egress upon and across the real property of Grantor at reasonable places for the aforesaid purposes.

Grantor and Grantee hereby agree as follows:

1. The Grantee and Grantors agree to replace said sewer and water lines with new water and sewer lines in one ditch for the use of both of the above described properties, said ditch to access water and sewer facilities through Park Street.

2. Said ditch and lines are to be placed in a location and at sufficient depth to not unreasonably interfere with the Grantors' and Grantee's use and enjoyment of their respective properties.

3. The cost of the shared ditch shall be split equally between the Grantors, who shall pay one half, and the Grantee, who shall pay one half; expenses for the benefit of one party only shall be paid by the party benefitted.

4. The easement for existing sewer and water lines shall be discontinued as soon as the replacement sewer and water lines are completed, which shall occur as soon as weather permits and in no event no later than August 1, 2011.

5. Depending upon where the said replacement ditches and lines are located, the owner of the property upon which it is located shall grant to the other owner an easement for the replacement lines.

6. The terms of all easements granted herein shall be governed by the provisions herein.

7. The grantors, their successors in interest and assigns reserve the right to use said property of grantors at all times, this use being subject to grantees' use of it to repair and maintain said water and sewer lines.

AGREEMENT FOR EASEMENTS

8. Grantees agree to restore all areas of grantors' property disturbed by their use of the easement, by compacting and resurfacing it; so that it is substantially restored to the condition it was in before its disturbance and to pay to the grantors any damage which may result to their property by reason of the laying, maintaining, repairing and operation of said water and sewer lines.

9. These easements and the covenants herein contained shall be construed as running with the lands for the private use and benefit of the grantees, their successors in interest and assigns.

10. This agreement for easements shall run with the land owned by the grantors, and are binding upon grantors' successors and assigns; they shall be perpetual so long as the easements are used for the purposes above recited.

IN WITNESS WHEREOF, the parties hereto have set their hands this 13TH day of

JANUARY 2011.

Paul R. Del Rossi
Paul R. Del Rossi

D. Lorene Smedley
D. Lorene Smedley
Frank P. Smedley
Frank P. Smedley

STATE OF WYOMING)
: SS
COUNTY OF SHERIDAN)

This instrument was acknowledged before me on 1-13, 2011 by Paul R. Del Rossi.

(Seal)

[Signature]
NOTARY PUBLIC

[My Commission Expires: 5-13-14]



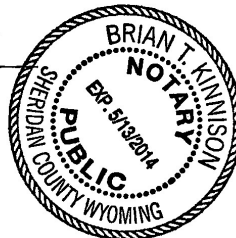
STATE OF WYOMING)
: SS
COUNTY OF SHERIDAN)

This instrument was acknowledged before me on 1-13, 2011 by D. Lorene Smedley.

(Seal)

[Signature]
NOTARY PUBLIC

[My Commission Expires: 5-13-14]



STATE OF WYOMING)
: SS
COUNTY OF SHERIDAN)

This instrument was acknowledged before me on 1-13, 2011 by Frank P. Smedley.

(Seal)

[Signature]
NOTARY PUBLIC

[My Commission Expires: 5-13-14]



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