

FLOOD CONTROL EASEMENT

THIS AGREEMENT, made and entered into between Gary Powell and Gloria Powell, husband and wife, of Sheridan County, Wyoming, as Grantors, and the City of Sheridan, Wyoming, as grantee, witnesses an agreement whereby the said grantors for and in consideration of One Dollar (\$1.00) and other good, valuable and legal consideration in hand paid and acknowledged, do hereby grant and convey unto said grantee, its licensees, successors, assigns and representatives, a right-of-way and easement for the construction, erection, operation, maintenance, repair, alteration, inspection and replacement of a flood control project to contain and re-align the channel of Big Goose Creek, over, and across the following described real property belonging to said grantors, and situate in Sheridan County, Wyoming, to wit:

All that portion of Lots 1 and 2 lying South of the following line:

Beginning at a point which lies on the northerly boundary of Lot 1, Block 20, Western Addition to Sheridan, Wyoming, said bearing S68°29'E. a distance of 138.42' from the Northwest corner of Lot 1;

Thence S.89°39'50"W., a distance of 65.62' to a point;

Thence S.85°07'08"W., a distance of 40.55' to a point;

Thence S.66°31'15"W., a distance of 74.51' to a point;

Thence S.54°28'55"W., a distance of 12.02' to a point lying on the westerly boundary of Lot 1;

Thence S.54°28'55"W., a distance of 40.32' to a point on the Easterly boundary of Lot 2;

Thence S.54°28'55"W., a distance of 25.01' to a point lying on the Southerly boundary of Lot 2. Said point also lying 10.01' in a Northwesterly direction from the Southeast corner of Lot 2.

The above described lines lying approximately 20' north of the water's edge of Big Goose Creek.

All bearings referenced to the Northerly boundary of Block 20 as S.68°29'E.

Together with all rights of ingress and egress necessary for the full and complete use, occupation and maintenance of the easement hereby granted, and all rights and privileges incident thereto, including the right to cut, trim, and remove trees, brush, overhanging branches, and all other obstructions upon said easement which may injure or interfere with the

grantee's use, occupation, maintenance, repair, alteration, inspection and necessary replacement of said flood control project.

Provided, however, that grantors shall have the right to use those portions of the easement granted hereunder not included in the actual channel and creek banks, to such extent as shall not interfere with the full and complete use, occupation and maintenance of the easement granted herein.

TO HAVE AND TO HOLD the said right-of-way easement and privileges to the grantee forever, unless the same shall be abandoned by the grantee, its licensees, successors and assigns.

WITNESS our hands this 13 day of November, 1984.

Gary Powell
Gary Powell
Gloria Powell
Gloria Powell

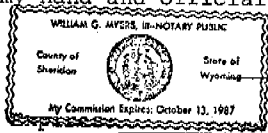
CITY OF SHERIDAN, WYOMING

By: William R. Lilly
Mayor



STATE OF WYOMING)
COUNTY OF SHERIDAN) ss

The foregoing instrument was acknowledged before me by Gary Powell and Gloria Powell this 13th day of November, 1984. Witness my hand and official seal.



My Commission Expires

William G. Myers
Notary Public

STATE OF WYOMING)
COUNTY OF SHERIDAN) ss

The foregoing instrument was acknowledged before me by William R. Lilly, acting Mayor of the City of Sheridan, Wyoming this 13th day of November, 1984.

Witness my hand and official seal.

Peggy Stevens
Notary Public

My Commission Expires

