

EASEMENT

THIS AGREEMENT made this 5<sup>TH</sup> day of MAY, 1992,  
by and between Gerald G. and Velma F. Reeves, of Sheridan  
County, Wyoming, hereinafter referred to as "Grantors", and the  
SHERIDAN AREA WATER SUPPLY JOINT POWERS BOARD, a joint powers board  
existing under agreement between the County of Sheridan, Wyoming  
and the City of Sheridan, Wyoming, hereinafter referred to as  
"Grantee".

For and in consideration of ONE HUNDRED AND 00/100  
Dollars (\$100.00), and other good and valuable consideration,  
Grantors convey to Grantee an easement and right-of-way across and  
under the following-described real property, described as:

SEE EXHIBITS "A" AND "B"

for the purposes of surveying, constructing, installing,  
inspecting, operating, maintaining, repairing and replacing an  
underground water line, together with all appurtenances that may  
be necessary and convenient for the conveyance of water, together  
with the right of ingress and egress upon and across the real  
property of Grantors, ~~at reasonable places and routes for the~~  
~~aforsaid purposes~~, but only on the lands described in Exhibits "A"  
and "B". Grantee agrees to reshape, reseed and restore all areas  
disturbed during construction within the easement and right-of-way  
in a workmanlike manner. *69 vfu*

If at some future date the use of the underground water line  
is abandoned, ~~and Grantee has no further use of subject easement for~~  
~~the aforsaid purposes~~, this easement and right-of-way shall be  
declared null and void. *62 vfu*

This Agreement shall be binding upon Grantors' heirs and  
assigns and shall be perpetual so long as the easement is used for  
the purposes above recited.

In witness whereof Grantors sign this Agreement on the date  
above written.

Gerald G. Reeves  
Gerald G. Reeves

Velma F. Reeves  
Velma F. Reeves

STATE OF WYOMING )  
County of Sheridan ) ss.

The foregoing instrument was acknowledged before me by  
GERALD G. AND VELMA F. REEVES  
this 5TH day of MAY, 1991.

Witness my hand and official seal.



Vincent Paul Johnston  
Notary Public

My Commission Expires: April 12, 1995.

STATE OF WYOMING )  
County of Sheridan ) ss.

The foregoing instrument was acknowledged before me by  
this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_.

## EXHIBIT "A"

A perpetual water line easement twenty (20) feet wide, being ten (10) feet each side of the following described centerline situated in the SW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 27, Township 55 North, Range 84 West, 6th P.M., Sheridan County, Wyoming, as shown on Exhibit "B" attached hereto and by this reference made a part hereof; said centerline more particularly described as follows:

Commencing at the west quarter corner of said Section 27; thence S05°17'21"E, 1572.01 feet to the POINT OF BEGINNING of the herein described easement, said point lying on the north right of way line of an access easement described in Book 329 of Deeds, Page 43; thence S31°06'55"W, 17.63 feet along said centerline to a point, said point lying on the south line of a tract of land described in Book 312 of Deeds, Page 459; thence S31°06'55"W, 17.63 feet along said centerline to the POINT OF TERMINUS, said point lying on the north line of a tract of land described on Book 343 of Deeds, Page 273, and said point being S04°32'24"E, 1600.52 feet from said west quarter corner of Section 27.

The above described easement contains 0.016 acres, more or less, and is subject to any rights-of-way and/or easements, reservations and encumbrances which have been legally acquired.

In addition, a temporary construction easement will be required, being a strip of land fifteen (15) feet wide, the westerly line of said strip being the easterly line of said perpetual twenty (20) foot easement, and also a strip of land lying westerly of the westerly line of said perpetual twenty (20) foot easement and easterly of the easterly right of way line of State Highway 335. Said temporary construction easement contains 0.030 acres more or less, and will become null and void at the time that the project contractor's one year contractual warranty expires.

