

**EASEMENT**

Deed made this 28 day of March, 2001, by and between **Esther M. Lemons, David D. Lemons, and Waford D. Lemons**, of **1643 W. 17<sup>th</sup> Street, Sheridan, Wyoming 82801**, hereinafter referred to as "Grantor", and the Downer Neighborhood Improvement and Service District (DNISD) and the City of Sheridan, Wyoming, hereinafter referred to as "Grantees".

For and in consideration of Ten and no/100 Dollars (\$10.00), and other good and valuable consideration, receipt of which is acknowledged, Grantor conveys and warrants to Grantee an easement and right-of-way across and under the following described real property, described as:

**SEE EXHIBITS "A" AND "B"**

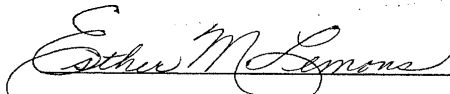
for the purposes of surveying, construction, installing, inspecting, operating, maintaining, repairing and replacing a sanitary sewer line and/or water line, together with all appurtenances that may be necessary and convenient for the lines, together with the right of ingress and egress upon and across the real property of Grantor at reasonable places and routes for the aforesaid purposes. Grantor's conveyances is solely for the purposes defined above for said sanitary sewer and/or water, and is not intended for use for any other purposes.

Grantee agrees to reshape, reseed and blend to the level of the adjacent property all areas disturbed by the construction within the easement and right-of-way in a workmanlike manner. Grantee shall also provide and maintain temporary fencing during the time of construction, if necessary.

This deed of easement shall be binding upon Grantor's heirs and assigns and shall be perpetual so long as the easement is used for the purposes above recited. If Grantee fails to construct said sanitary sewer line and/or water lines within a period of five (5) years from the date of execution of this Deed, this easement shall become null and void. Furthermore, said construction easement defined in Exhibits "A" and "B" shall be valid for a period of one (1) year from the date of the substantial completion of the construction of the embankment to allow for warranty repairs.

Grantor shall be held harmless from any legal actions or claims of any form that involve the easement conveyed by Grantor to Grantee, unless they are the result of the Grantor's sole negligence. Notwithstanding the above, Grantee does not waive any rights it may retain with respect to the Wyoming Governmental Claims Act.

In witness whereof, Grantor signs this Deed on the date above written.

  
**Esther M. Lemons**

*David D. Lemons*

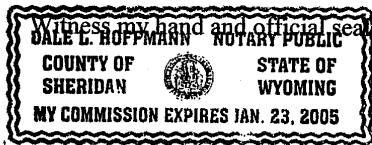
David D. Lemons

Waford D. Lemons

x *Waford D. Lemons*

STATE OF Wyoming )  
COUNTY OF Sheridan ) : ss

The foregoing instrument was acknowledged before me by **Esther M. Lemons** this 28 day of March, 2001.



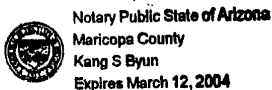
*Dale L. Hoffmann*  
Notary Public

My Commission Expires: Jan 23, 2005

STATE OF Arizona )  
COUNTY OF Maricopa ) : ss

The foregoing instrument was acknowledged before me by **Waford D. Lemons** this 5th day of April, 2001.

Witness my hand and official seal.



*Kang S Byun*  
x *Waford D. Lemons*  
Notary Public

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

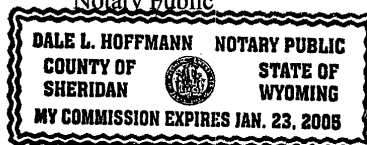
STATE OF Wyoming )  
COUNTY OF Sheridan ) : ss

The foregoing instrument was acknowledged before me by **David D. Lemons** this 29 day of March, 2001.

Witness my hand and official seal.

*Dale L. Hoffmann*  
Notary Public

My Commission Expires: 23 January 2005



**EXHIBIT "A"****Re: 20.0' Perpetual Sanitary Sewer Line Easement  
February 26, 2001**

A perpetual sanitary sewer line easement being a strip of land twenty (20.0) feet wide, being ten (10.0) feet each side of the following described centerline situated between the east and west lines of Tract 32, Downers Addition to Sheridan County, Wyoming, as shown on **Exhibit "B"** attached hereto and by this reference made a part hereof; said centerline of said strip being more particularly described as follows:

**BEGINNING** at a point on the east line of said Tract 32, said point being S00°44'45"E, 130.94 feet from the northeast corner of said Tract 32; thence S87°50'20"W, 124.86 feet along said centerline to the **POINT OF TERMINUS**, said point lying on the west line of said Tract 32 and being S00°44'45"E, 130.04 feet from the northwest corner of said Tract 32.

Said easement contains 2,497 square feet of land more or less.

**Re: Temporary Construction Easement  
February 26, 2001**

A temporary construction easement being two (2) strips of land ten (10) feet wide situated between the east and west lines of Tract 32, Downers Addition to Sheridan County, Wyoming, as shown on **Exhibit "B"** attached hereto and by this reference made a part hereof: said easement being more particularly described as follows:

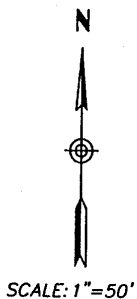
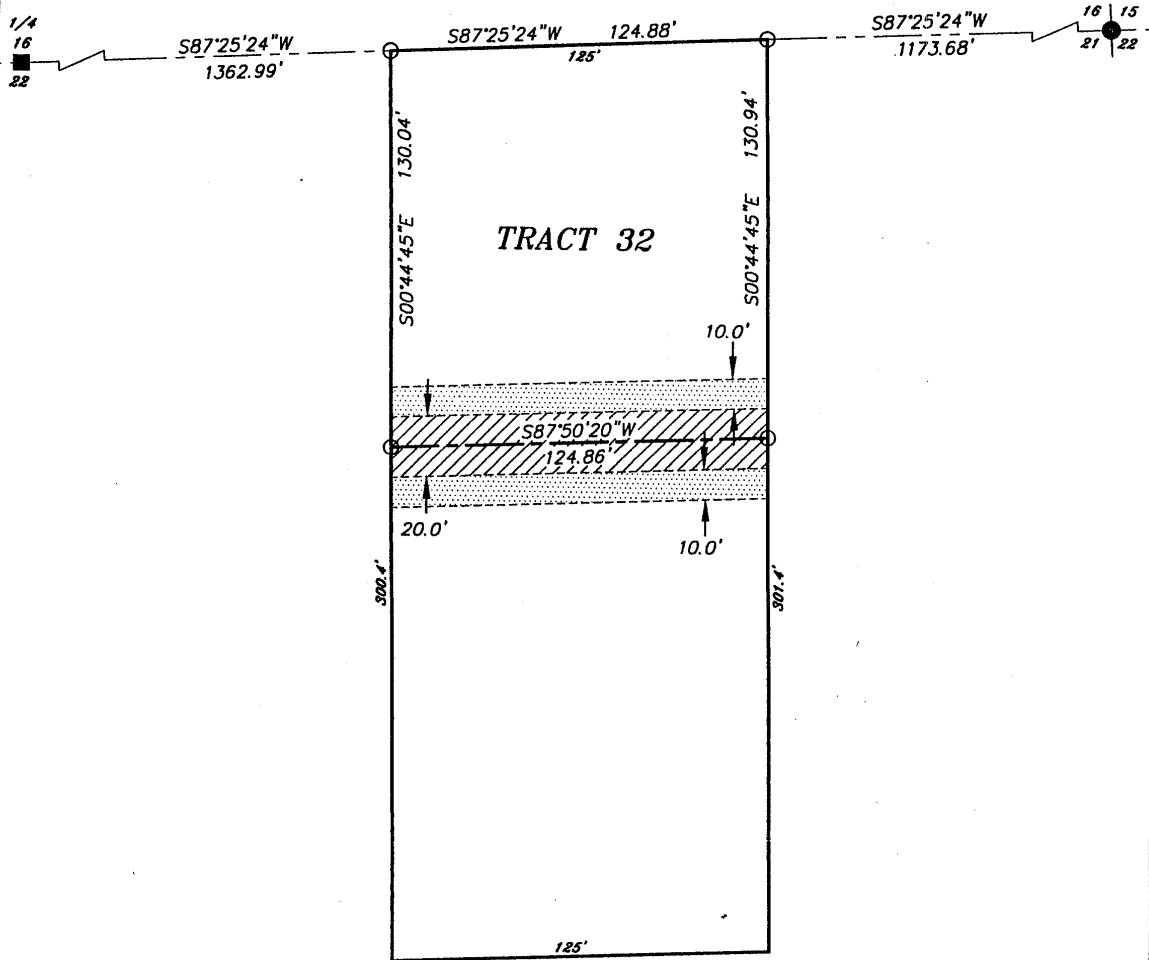
The southerly line of said strip being the northerly line of said twenty (20.0) feet wide sanitary sewer easement in Tract 32, Downers Addition to Sheridan County, Wyoming.

The northerly line of said strip being the southerly line of said twenty (20.0) feet wide sanitary sewer easement in Tract 32, Downers Addition to Sheridan County, Wyoming.

Said temporary construction easement contains 2,497 square feet of land more or less, and will become null and void at the time the project contractor's one year contractual warranty expires.

Basis of Bearings is Wyoming State Plane (East Central Zone).

# EXHIBIT "B"



BASIS OF BEARINGS IS WYOMING STATE PLANE 40' (EAST CENTRAL ZONE)

## SURVEYOR'S CERTIFICATE

STATE OF WYOMING :ss  
COUNTY OF SHERIDAN

I, RONALD W. PRESTFELDT A DULY REGISTERED LAND SURVEYOR IN THE STATE OF WYOMING, DO HEREBY STATE THAT THIS PLAT REPRESENTS THE RESULTS OF A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION.



"SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR SIGNED AND DATED"

## EXHIBIT "B" 20.0' SANITARY SEWER EASEMENT

CLIENT: HKM ENGINEERING, INC.  
ENGINEER FOR THE DOWNER NEIGHBORHOOD  
WATER AND SANITARY SEWER IMPROVEMENTS

LOCATION: TRACT 32, DOWNERS ADDITION, SHERIDAN COUNTY, WYOMING.



PO BOX 3082  
SHERIDAN, WY 82801  
307-672-7415  
FAX 674-5000

JN: 99126  
DN: 99/99126S.T32  
FEBRUARY 26, 2001