

EASEMENT

Deed made this 16 day of OCTOBER, 1994, by and between Elroy D. Hickel, of Sheridan County, Wyoming, hereinafter referred to as "Grantor", and the SHERIDAN AREA WATER SUPPLY JOINT POWERS BOARD and the CITY OF SHERIDAN, WYOMING, hereinafter referred to jointly as "Grantees".

For and in consideration of FOUR HUNDRED SEVENTY & 40/100 Dollars \$470.40, and other good and valuable consideration, receipt which is hereby acknowledged, Grantor conveys to Grantees 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 Grantor at reasonable places and routes for the aforesaid purposes. Grantees agree to reshape, reseed and restore all areas disturbed during construction within the easement and right-of-way in a workmanlike manner.

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.

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

Elroy D. Hickel  
Elroy D. Hickel

Marilyn Hickel  
MARILYN HICKEL

STATE OF WYOMING )  
County of Sheridan )

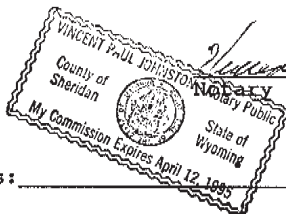
ss.

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The foregoing instrument was acknowledged before me by

ELROY D. HICKEL AND MARILYN HICKEL  
this 16<sup>TH</sup> day of OCTOBER, 1974.

Witness my hand and official seal.



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 S $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 25, Township 56 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 being more particularly described as follows:

Commencing at the northwest corner of said Section 25; thence S41°30'32"E, 2034.77 feet to the POINT OF BEGINNING of the herein described easement, said point lying on the north line of a tract of land described in Book 301 of Deeds, Page 382, thence, ten (10) feet west of and parallel to the east line of said tract, S01°13'57"W, 209.49 feet along said centerline to the POINT OF TERMINUS of the herein described easement, said point lying on the northerly line of a tract of land described in Book 360 of Deeds, Page 535, and being S37°47'31"E, 2193.24 feet from the northwest corner of said Section 25.

The above described easement contains 0.096 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 thirty (30) feet wide, the easterly line of said strip being the westerly line of said perpetual twenty (20) foot wide easement.

Said temporary construction easement contains 0.144 acres more or less, and will become null and void at the time that the project contractor's one year contractual warranty expires.

# EXHIBIT "B" WATERLINE EASEMENT

