RECORDED MAY 15, 1992 BK 350 PG 314 NO 109455 RONALD L.DAILEY, COUNTY CLERK EASEMENT

Deed made this 11th day of
May
1992
, by
and between
Arnold Fay Bethurem
Williscene L. Bethurem
Kip M.
Betherum
Bethurem
of Sheridan County
Wyoming
hereinafter referred to as "Grantors"
and the SHERIDAN AREA WATER
SUPPLY JOINT POWERS BOARD
BOARD
a joint powers board existing under
agreement between the County of Sheridan
Wyoming and the City of Sheridan
Wyoming and the City of Sheridan
Wyoming and the City of Sheridan
Wyoming
hereinafter referred to as "Grantee"
"Grantee"
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For and in consideration of ONE THOUSAND TWO HUNDRED FIFTY EIGHT

Dollars (\$ 1,258.76), 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 aforesaid purposes. Grantee agrees to reshape, reseed and restore all areas disturbed during construction within the easement and right-of-way in a workmanlike manner, and furthermore agrees to not perform any construction activities on Grantors' property between May 15th and July 15th.

This deed of easement 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 Deed on the date above written.

Williscere & Sechwern

Williscene L. Bethurem

Shirley R. Bethurem

STATE OF WYOMING) : ss. County of Sheridan)
The foregoing instrument was acknowledged before me by Arnold Fay Bethurem and Williscene L. Bethurem, husband and wife, this llth day of May ,1992.
Witness my hand and official seal. NOTARY Notary Public
My Commission Expires: March 24, 1994 STATE OF WYOMING) SS.
The foregoing instrument was acknowledged before me by Kip M. Bethurem and Shirley R. Bethurem, husband and wife this <u>llth</u> day of <u>May</u> , 19 92.
Witness my hand and official seal.
Notary Public Notary Public My Commussion Expires: March 24, 1994

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 NE½SE½ of Section 2, 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 east quarter corner of said Section 2; thence S00°29'08"W, 1033.24 feet along the east line of said Section 2 to the POINT OF BEGINNING of the herein described easement; thence S28°32'54"W, 102.97 feet along said centerline to a point; thence S73°32'54"W, 318.37 feet along said centerline to a point; thence S76°47'44"W, 584.99 feet along said centerline to a point; thence N89°49'03"W, 48.73 feet along said centerline to a point the POINT OF TERMINUS, said point lying on the east right of way line of Interstate Highway I-90, and being N36°27'37"W, 1613.99 feet from the southeast corner of said Section 2.

The above described easement contains 0.484 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 southerly line of said strip being the northerly line of said perpetual twenty (20) foot easement, and also a strip of land fifteen (15) feet wide the northerly line of said strip being the southerly line of said twenty (20) foot easement. Said temporary construction easement contains 0.727 acres more or less, and will become null and void at the time that the project contractor's one year contractual warranty expires.

