

EASEMENT FOR STORM DRAINAGE PIPE

COMES, NOW, **SUNSET TERRACE PARTNERSHIP**, a Wyoming general partnership, hereinafter referred to as Grantor for and in consideration of the sum of Ten Dollars (\$10.00) and other good, valuable and legal consideration, in hand paid, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey to the **City of Sheridan, Wyoming, a Municipal Corporation**, located in Sheridan County, Wyoming, hereinafter referred to as Grantee, an easement for an underground storm drainage pipe, together with necessary appurtenances thereto, over, through and under the following described lands situate in Sheridan County, Wyoming, to-wit:

A tract of land situated in Lot 2 (NW1/4NE1/4) and in Lot 3 (NE1/4NW1/4) of Section 3, Township 55 North, Range 84 West of the Sixth Principal Meridian, Sheridan County, Wyoming, as shown on Exhibit "B" attached hereto and by this reference made a part hereof; this tract being 10 feet in width and more particularly described by metes and bounds as follows:

Beginning at a point which bears S26°03'28"E a distance of 689.27 feet from the North ¼ Corner of said Section 3; thence S0°52'54"E for a distance of 14.10 feet; thence S44°16'17"W for a distance of 115.96 feet; thence S72°21'40"W for a distance of 93.11 feet; thence N81°18'42"W for a distance of 35.81 feet; thence N69°36'30"W for a distance of 34.59 feet; thence N78°59'50"W for a distance of 92.56 feet; thence N0°58'47"W for a distance of 10.22 feet; thence S78°59'50"E for a distance of 95.50 feet; thence S69°36'30"E for a distance of 34.04 feet; thence S81°48'42"E for a distance of 32.45 feet; thence N72°21'40"E for a distance of 88.31 feet; thence N44°16'17"E for a distance of 123.41 feet to the point of beginning.

TOGETHER with the right of ingress and egress to, from and along said above-described land for the purposes to lay, maintain, inspect, alter, repair, operate, protect, remove and relay a storm drainage pipe and other equipment and appurtenances upon, over, through and under the above described lands situated in Sheridan County, Wyoming, which easement and all rights hereunder shall continue in perpetuity unless the Grantee shall discontinue to use the same for the purposes aforesaid and shall abandon said easement.

GRANTOR reserves the right to use and enjoy the surface of the easement granted hereby except as may be necessary for the purposes herein granted to said Grantee; the Grantor agrees not to build, create or construct any obstruction, works or other structure upon said easement, or permit the same to be done by others.

THE TERMS, CONDITIONS AND PROVISIONS hereof shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

Dated this 16th day of Sept, 2010.

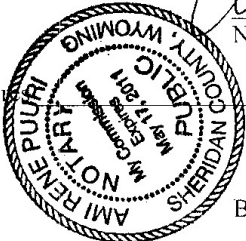
SUNSET TERRACE PARTNERSHIP
a Wyoming general partnership

By: Thomas J. Sterritt Jr.
Thomas J. Sterritt Jr., Managing Partner

State of Wyoming)
)ss
County of Sheridan)

The foregoing instrument was acknowledged before me by Thomas J. Sterritt Jr.
Managing Partner of Sunset Terrace Partnership, this 16th day of Sept., 2010.

Witness my hand and official seal.

My Commission Expires _____

By: Linda S. Rundle
Linda S. Rundle, Managing Partner

State of Wyoming)
)ss
County of Sheridan)

The foregoing instrument was acknowledged before me by LINDA S. RUNDLE,
Managing Partner of Sunset Terrace Partnership, this 25th day of AUGUST, 2010.

Witness my hand and official seal.



By: Carolyn A. Byrd
Notary Public
My Commission Expires 7-25-2011