

WATER LINE EASEMENT

Deed made this 9 day of September, 2005, by and between Normative Services, Inc., a Wyoming non-profit Corporation, of Sheridan County, hereinafter referred to as "Grantors", and the Sheridan Area Water Supply Joint Powers Board (SAWSJPB) and the City of Sheridan, Wyoming hereinafter referred to as "Grantees".

For and in consideration of good and valuable consideration receipt of which is acknowledged and subject to the terms and conditions set forth below, Grantors convey and warrant to Grantee an easement and right-of-way upon, across and under the following-described real property, described as:

SEE ATTACHED EXHIBITS "A" and "B"

Said easement is for Grantee, its employees, agents, contractors and assigns for entry upon and use the property described and shown on the exhibits for the purposes of surveying, designing, constructing, installing, inspecting, operating, maintaining, tapping, repairing, and replacing water lines, and appurtenances as may be necessary or convenient; including service lines and laterals. This includes the right to operate machinery upon this property for these purposes. This easement includes the right of ingress and egress upon and across real property of Grantor at reasonable places and routes for aforesaid purposes. 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. The use of this easement is not intended for other purposes.

Grantee agrees to restore the surface to as near as practical to the original contours, repair trench settlement, re-establish grass growth, repair fences and ditches crossed, maintain drainage, and repair any buried pipes, electrical wires or other improvements owned by the Grantor.

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, the Grantor and Grantee do not waive any rights it may claim with respect to the Wyoming Government Claims Act.

Permanent improvements that would hinder future access to the water line cannot be constructed over the easement, but otherwise land use may be similar to current use.

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

NORMATIVE SERVICES, INC.

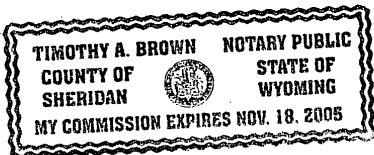
By _____

J. —

STATE OF WYOMING)
) ss
COUNTY OF SHERIDAN)

On this 9 day of September, 2005, before me personally appeared Lance Meyer to me personally known, who, being by me duly sworn did say that he is the Administrator of **Normative Services, Inc.**, and that said instrument was signed on behalf of said Corporation by authority of its Board of Directors and said _____ acknowledged said instrument to be the free act and deed of said Corporation.

Given under my hand and notarial seal the 9 day of September, 2005.



Timothy A. Brown
Notary Public

My Commission Expires: November 18, 2005

EXHIBIT "A"
December 21, 2004
Revised: August 10, 2005

A perpetual water line easement thirty (30) feet wide, being fifteen (15) feet each side of the following described centerline situated in Lot A (A-2 per the Lot Division Plat recorded in Drawer A, Page 69), Perkins Ranch Subdivision, NE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 6, Township 55 North, Range 84 West, and the SE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 31, Township 56 North, Range 84 West, 6th P.M., Sheridan County, Wyoming; 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 6; thence S84°35'59"E, 4071.93 feet to the **POINT OF BEGINNING** of the herein described easement lying on the west line of said Lot A-2 per the Lot Division Plat recorded in Drawer A, Page 69, said point being 03°07'33"E, 884.45 feet from the northwest corner of Lot A-1 per the Lot Division Plat recorded in Drawer A, Page 69 of said Perkins Ranch Subdivision; thence N57°13'09"E, 12.03 feet along said centerline to a point; thence N58°48'35"E, 377.14 feet along said centerline to a point; thence N28°21'04"E, 127.51 feet along said centerline to the **POINT OF TERMINUS** of said easement lying on the east line of said Lot A-2 per the Lot Division Plat recorded in Drawer A, Page 69, said point being S03°39'00"E, 508.81 feet from the northeast corner of said Lot A-1 per the Lot Division Plat recorded in Drawer A, Page 69, and also N89°41'42"E, 4616.02 feet from said northwest corner of Section 6.

The above described perpetual water line easement contains 0.49 acres, more or less, and is subject to any rights-of-way and/or easements, reservations and encumbrances which have been legally acquired.

Also, a temporary construction easement will be required being a tract of land situated in Lot A (A-2 per the Lot Division Plat recorded in drawer A, page 69), Perkins Ranch Subdivision, NE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 6, Township 55 North, Range 84 West and the SE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 31, Township 56 North, Range 84 West, 6th P.M., Sheridan County, Wyoming; shown on **EXHIBIT "B"** attached hereto and by this reference made a part hereof; said tract being more particularly described as follows:

Commencing at the northwest corner of said Section 6; thence S85°18'33"E, 4064.69 feet to the **POINT OF BEGINNING** of the herein described easement, said point lying on the west line of said Lot A-2 per the Lot Division Plat recorded in Drawer A, Page 69; thence N60°57'04"E, 182.01 feet to a point; thence N58°48'35"E, 260.75 feet to a point; thence, through a non-tangent curve to the left, having a radius of 132.86 feet, a central angle of 94°56'23", an arc length of 220.15 feet, a chord bearing of N43°51'40"E, and a chord length of 195.82 feet to a point; thence N28°21'04"E, 87.63 feet to a point, said point lying on the east line of said Lot A-2 per the Lot Division Plat recorded in Drawer A, Page 69; thence S03°39'00"E, 56.61 feet along said east line to a point, said point lying on the north line of above described thirty (30) foot perpetual water line easement; thence S28°21'04"W, 147.43 feet along said north line to a point; thence S58°48'35"W, 372.77 feet along said north line to a point; thence S60°57'04"W, 197.15 feet along said north line to a point, said point lying on said west line of Lot A-2; thence N03°07'33"W, 33.36 feet along said west line to the **POINT OF BEGINNING** of said easement.

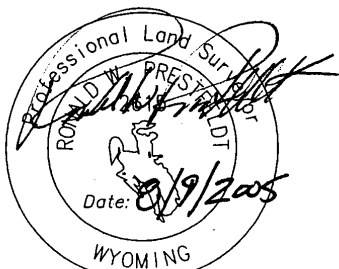
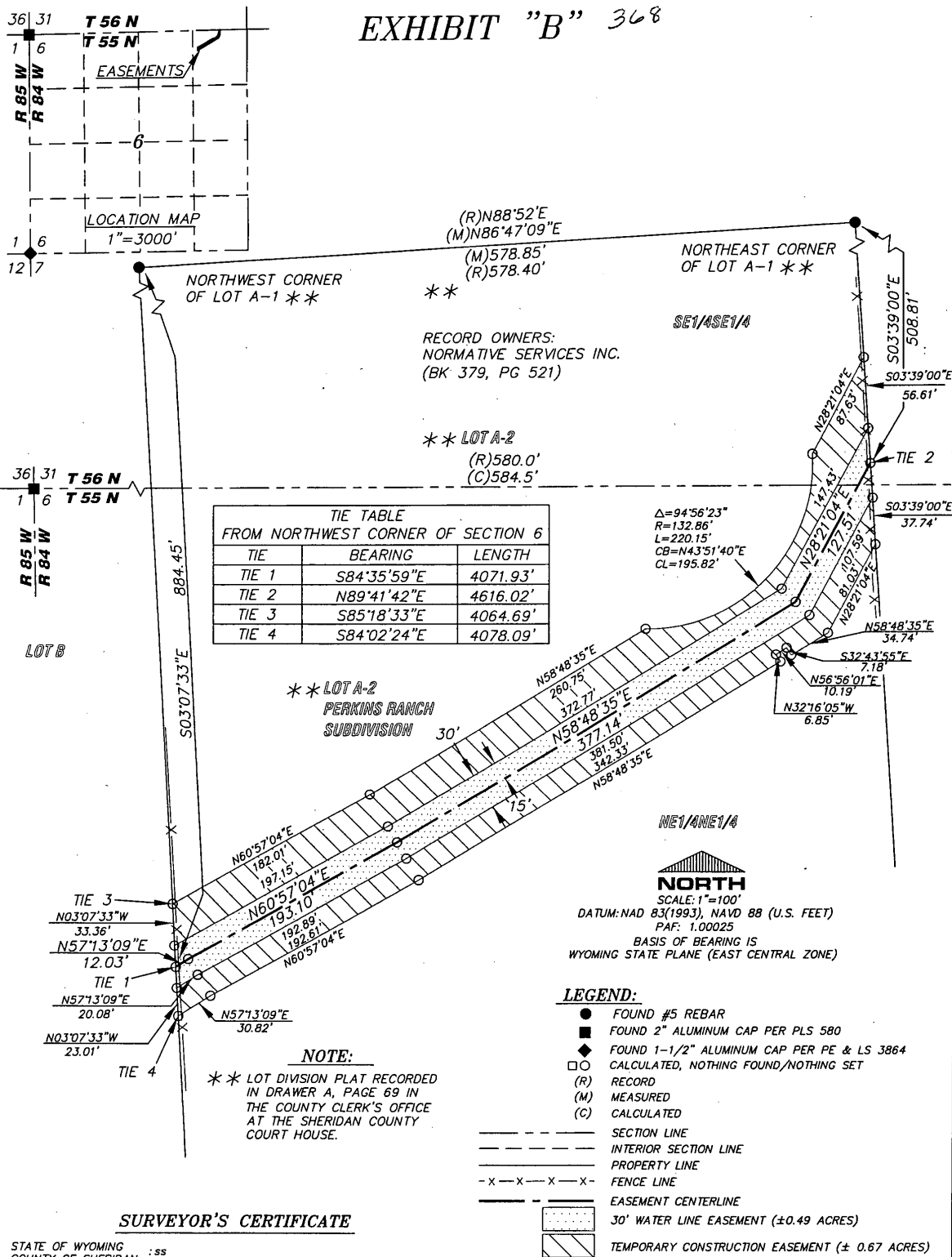
Also, a temporary construction easement will be required being a tract of land situated in Lot A (A-2 per the Lot Division Plat recorded in drawer A, page 69), Perkins Ranch Subdivision, NE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 6, Township 55 North, Range 84 West, 6th P.M., Sheridan County, Wyoming; shown on **EXHIBIT "B"** attached hereto and by this reference made a part hereof; said tract being more particularly described as follows:

Commencing at the northwest corner of said Section 6; thence S84°02'24"E, 4078.09 feet to the **POINT OF BEGINNING** of the herein described easement, said point lying on the west line of said Lot A-2 per the Lot Division Plat recorded in Drawer A, Page 69; thence N03°07'33"W, 23.01 feet along said west line to a point, said point lying on the south line of above described thirty (30) foot perpetual water line easement; thence N57°13'09"E, 20.08 feet along said south line to a point; thence N60°57'04"E, 192.89 feet along said south line to a point; thence N58°48'35"E, 381.50 feet along said south line to a point; thence N28°21'04"E, 107.59 feet along said south line to a point, said point lying on the east line of said Lot A-2 per the Lot Division Plat recorded in Drawer A, Page 69; thence S03°39'00"E, 37.74 feet along said east line to a point; thence S28°21'04"W, 81.03 feet to a point; thence S58°48'35"W, 34.74 feet to a point; thence N32°43'55"W, 7.18 feet to a point; thence S56°56'01"W, 10.19 feet to a point; thence S32°16'05"E, 6.85 feet to a point; thence S58°48'35"W, 342.33 feet to a point; thence S60°57'04"W, 192.61 feet to a point; thence S57°13'09"W, 30.82 feet to the **POINT OF BEGINNING** of said easement.

Said temporary construction easements contain 0.67 acres more or less, and will become null and void at the time that the project contractor's one year contractual warranty expires.

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

EXHIBIT "B" 368



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

PRESTFELDT
SURVEYING

PO BOX 3082
SHERIDAN, WY 82801

307-672-7415
FAX 674-5000

CONSENT BY MORTGAGEE

FIRST INTERSTATE BANK, 4 South Main Street, P. O. Box 2007, Sheridan, WY 82801, Mortgagee on real property that includes the above described premises, pursuant to the Mortgage executed by **Normative Service Incorporated** and recorded at Book 461 of Mortgages, Page 0280 in the records of the County Clerk of Sheridan County, Wyoming, hereby consents to the grant of the foregoing easement..

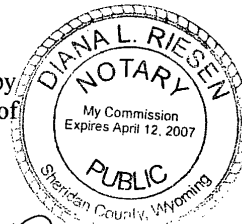
Dated this 13th day of October, 2005.

FIRST INTERSTATE BANK

By [Signature]

State of Wyoming)
County of Sheridan)ss

The foregoing Consent by Mortgagee was acknowledged before me by Richard A. Destefano this 13th day of October, 2005.



[Signature]
Notary Public

My Commission Expires: April 12, 2007