

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.

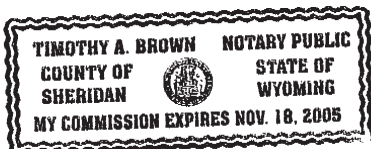
NORMATIVE SERVICES, INC.

By 

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.




Notary Public

My Commission Expires: November 18, 2005

A perpetual water line easement being a tract of land situated in Lot G, Guy Wood Ranch Subdivision, 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 southwest corner of said Section 31; thence N88°58'16"E, 4665.70 feet to the **POINT OF BEGINNING** of the herein described easement, said point lying on the west line of a tract of land described in Book 359 of Deeds, Page 609; thence N03°52'39"W, 15.64 feet along said west line to a point, said point being the northwest corner of said tract described in Book 359 of Deeds, Page 609; thence N85°59'28"E, 9.87 feet along the north line of said tract described in Book 359 of Deeds, Page 609 to a point; thence S28°21'04"W, 18.51 feet to the **POINT OF BEGINNING** of said easement.

The above described perpetual easements contain 0.002 acres, more or less, and are subject to any rights-of-way and/or easements, reservations and encumbrances which have been legally acquired.

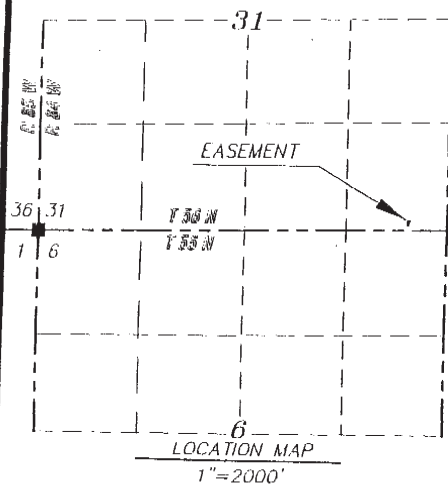
Also, a temporary construction easement will be required, being a tract of land situated in Lot G, Guy Wood Ranch Subdivision, SE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 31, Township 56 North, Range 84 West, 6th P.M., Sheridan County, Wyoming; shown on **EXHIBIT "B"** attached hereto and by this reference made a part hereof; said tract being more particularly described as follows:

Commencing at the southwest corner of said Section 31; thence N88°58'16"E, 4665.70 feet to the **POINT OF BEGINNING** of the herein described easement, said point lying on the west line of a tract of land described in Book 359 of Deeds, Page 609; thence S03°52'39"E, 37.50 feet along said west line to a point; thence N28°21'04"E, 57.43 feet to a point; thence N63°01'01"E, 11.87 feet to a point, said point lying on the north line of said tract described in Book 359 of Deeds, Page 609; thence S85°59'28"W, 31.67 feet along said north line to a point; thence S28°21'04"W, 18.51 feet to the **POINT OF BEGINNING** of said easement.

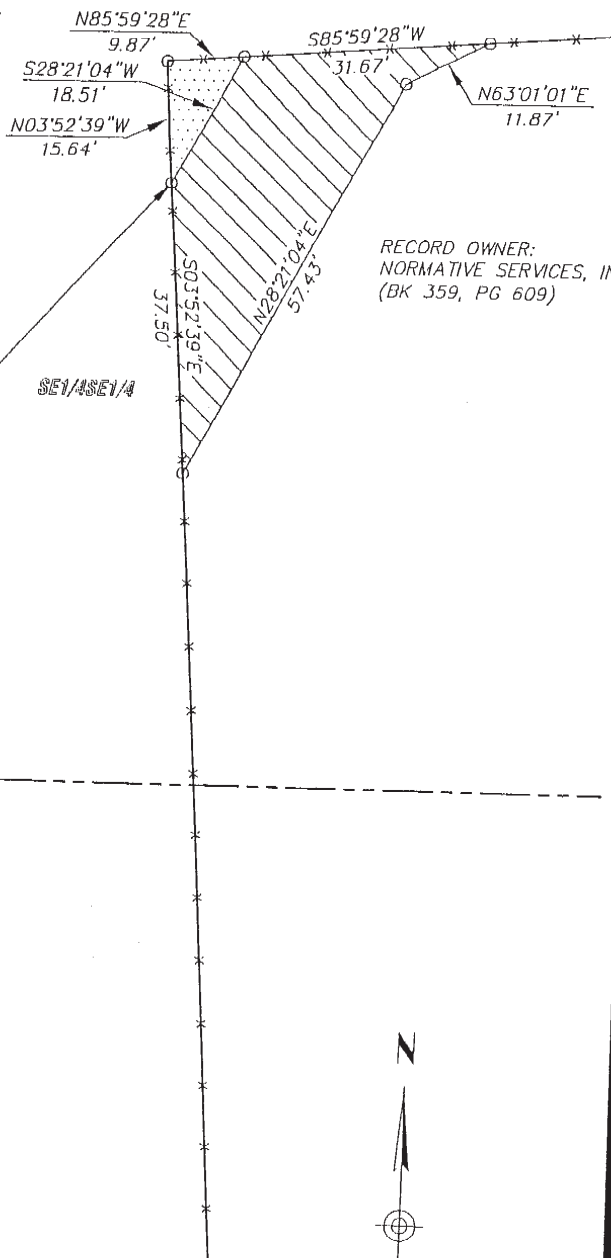
Said temporary construction easements contain 0.02 acres more or less, and will become null and void at the time that the project contractor's one year contractual warranty expires.

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

EXHIBIT "B"



LOT 6
GUY WOOD RANCH
SUBDIVISION



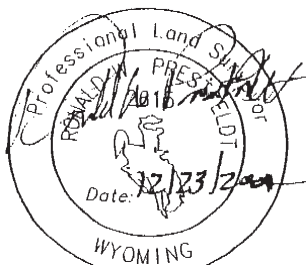
LEGEND:

- FOUND 2" ALUMINUM CAP PER PLS 580
- □ CALCULATED, NOTHING FOUND/NOTHING SET
- (R) RECORD
- (M) MEASURED
- (C) CALCULATED
- SECTION LINE
- - - INTERIOR SECTION LINE
- - - - - PROPERTY LINE
- x - x - x - FENCE LINE
- EASEMENT CENTERLINE
- 30' WATER LINE EASEMENT (±0.002 ACRES)
- TEMPORARY CONSTRUCTION EASEMENT (± 0.02 ACRES)

SURVEYOR'S CERTIFICATE

STATE OF WYOMING
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.



SCALE: 1"=20'
DATUM: NAD 83(1993), NAVD 88 (U.S. FEET)
PAF: 1.00025
BASIS OF BEARING IS
WYOMING STATE PLANE (EAST CENTRAL ZONE)

EXHIBIT "B" EASEMENT FOR 20" WATER LINE

CLIENT: HKM ENGINEERING
LOCATION: LOT 6, GUY WOOD RANCH SUBDIVISION,
SE1/4SE1/4, SECTION 31, T56N, R84W,
6TH P.M., SHERIDAN COUNTY, WYOMING.

PRESTFELDT
SURVEYING

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

JN: 2003035
DF: SAWP\HKM-2004\
2003035E-NSI3
DECEMBER 21, 2004

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

373

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 381 of Mortgages, Page 0504 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 Richard A. Destefano

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.



Daniel L. Riesen
Notary Public

My Commission Expires April 12, 2007