

WATER LINE EASEMENT

Deed made this 29 day of June, 2005, by and between

Craig K. Volz and Zonola M. Volz, Co-Trustees of The Craig and Sara Volz Family Trust dated May 2, 1990 and restated July 29, 2002, 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 "Grantee."

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 of the premises 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 Grantee does 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.

Craig K. Volz
Craig K. Volz, Trustee
Zonola M. Volz
Zonola M. Volz, Trustee

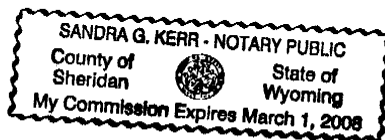
STATE OF Wyoming)
County of Sheridan)ss

On this 29th day of June, 2005, before me personally appeared **Craig K. Volz**, and upon being sworn and upon oath represented that he is the Trustee of the **Craig and Sara Volz Family Trust dated May 2, 1990, and restated July 29, 2002**, and that the foregoing instrument was signed on behalf of the Trust, and that pursuant to the terms of the said written Trust he has the authority to execute the instrument on behalf of the Trust and that the instrument is the free act and deed of the Trust.

WITNESS MY HAND AND OFFICIAL SEAL

Sandra G. Kerr
Notary Public

My Commission Expires: March 1, 2008



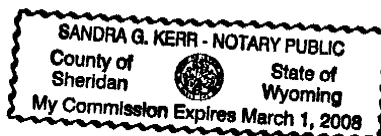
STATE OF Wyoming)
County of Sheridan)ss

On this 29th day of June, 2005, before me personally appeared **Zonola M. Volz**, and upon being sworn and upon oath represented that she is the Trustee of the **Craig and Sara Volz Family Trust dated May 2, 1990, and restated July 29, 2002**, and that the foregoing instrument was signed on behalf of the Trust, and that pursuant to the terms of the said written Trust she has the authority to execute the instrument on behalf of the Trust and that the instrument is the free act and deed of the Trust.

WITNESS MY HAND AND OFFICIAL SEAL

Sandra G. Kerr
Notary Public

My Commission Expires: March 1, 2008



A perpetual water line easement thirty (30) feet wide, being fifteen (15) feet each side of the following described centerline situated in Tract 27, Extension of Big Goose Valley Subdivision to Sheridan County, Wyoming; NW $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 10, Township 55 North, Range 85 West, 6th P.M., 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 10; thence S84°58'46"E, 3793.09 feet to the **POINT OF BEGINNING** of the herein described easement, said point lying on the west line of said Tract 27, and being N33°32'42"W, 24.76 feet from the southwest corner of said Tract 27; thence N55°45'22"E, 303.76 feet along said centerline to **THE POINT OF TERMINUS** of said easement lying on the east line of said Tract 27; said point being N25°45'59"W, 23.70 feet from the southwest corner of said Tract 27, and also being S23°13'53"W, 3146.01 feet from the east quarter corner of Section 3, Township 55 North, Range 85 West, 6th P.M., Sheridan County, Wyoming..

The above described perpetual easement contains 0.21 acres, more or less, and is subject to any rights-of-way and/or easements, reservations and encumbrances which have been legally acquired.

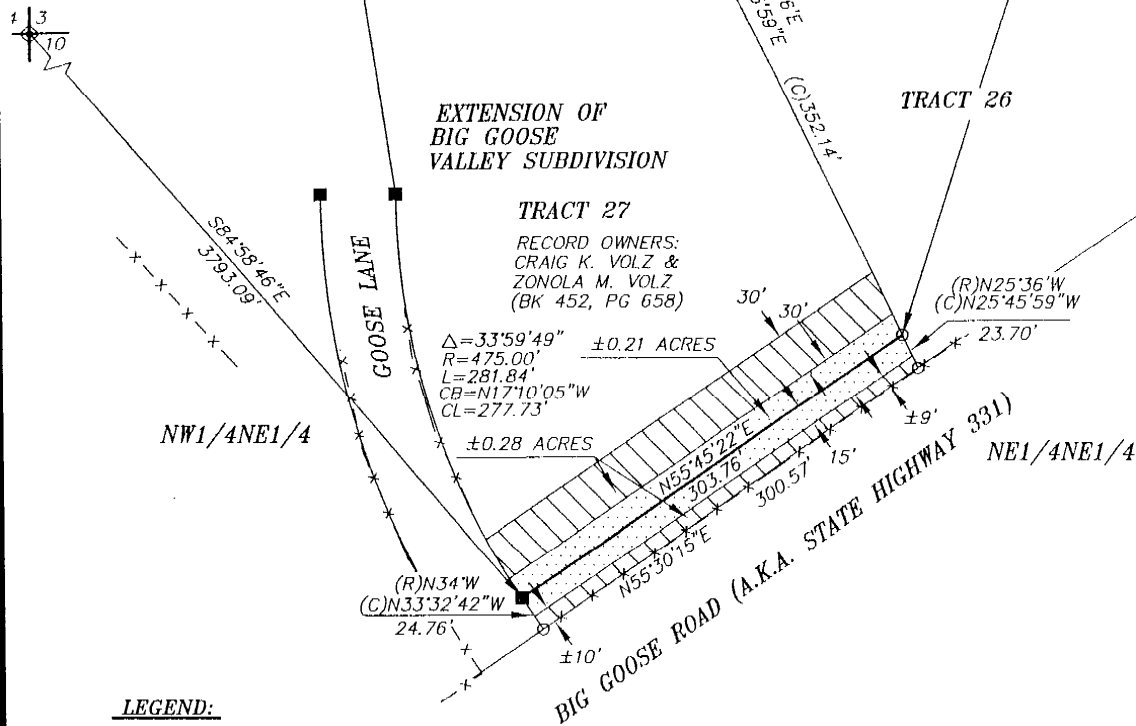
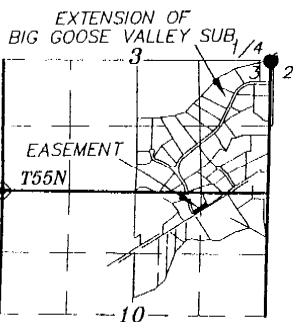
In addition, a temporary construction easement will be required, being a strip of land thirty (30) feet wide, the southerly line of said strip being the northerly line of said perpetual thirty (30) foot easement, and also that portion of said Tract 27 lying south of the south line of said perpetual thirty (30) foot easement and north of the northerly right-of-way line of Big Goose Road(A.K.A. State Highway 331) .

Said temporary construction easements contain 0.28 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"

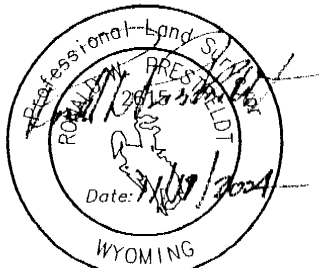
LOCATION MAP
1"=3000'



SURVEYOR'S CERTIFICATE

STATE OF WYOMING : ss
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.



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

SCALE: 1"=100'
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: TRACT 27, EXTENSION OF BIG GOOSE VALLEY SUBDIVISION, NW1/4NE1/4, NE1/4NE1/4, SECTION 10, T55N, R85W, 6TH P.M., SHERIDAN COUNTY, WYOMING.

R PRESTFELDT
SURVEYING

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

JN: 2003035
DF: SAWP\HKM-2004\
2003035E-VOLZ
NOVEMBER 18, 2004