

AGREEMENT CREATING WATER LINE EASEMENT

THIS AGREEMENT, entered into between, David E. and Nancy P. Dearcorn, whose address is, P.O. Box 455, Dayton, WY 82836, (hereinafter "Grantor"), and the TOWN OF DAYTON, Wyoming, whose address is P.O. Box 100, Dayton, Wyoming, 82836 (hereinafter "Grantee"). In consideration of the mutual covenants contained herein, and other good and valuable consideration, the parties agree as follows:

1. CONVEYANCE OF EASEMENT

Grantor hereby grants, bargains, sells and conveys to Grantee an easement for an underground water pipeline, surface appurtenances, other utilities, together with a right-of-way within said easement, and the right to excavate for, construct, install, repair, maintain, replace and use such pipeline as Grantee shall from time to time elect over property owned by Grantor, said easement being more particularly described as follows:

SEE EXHIBIT A

2. EASEMENT TO RUN WITH LAND

This grant of easement shall be appurtenant to and run with the land and shall be binding on and inure to the benefit of the parties hereto, their heirs, successors or assigns in perpetuity.

3. GRANTOR'S RESERVATION OF RIGHTS

Grantor reserves the right to use the above-described easement for purposes which will not interfere with Grantee's full enjoyment of the rights hereby granted; provided that Grantor shall not erect or construct any building, structure, or other improvements, or drill or operate any well, or construct any other obstruction on or within said easement.

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4. GRANTEE'S RESPONSIBILITIES

Grantee agrees that it will restore the surface of Grantor's land, including the reseeding and replanting of grass or other growing crops, for all disturbances caused by Grantor's excavation, construction, installation, repair, maintenance, replacement or other use of said easement.

DATED this 18 of Dec, 2002.

GRANTOR:

David E. Deason
Nancy P. Deason

GRANTEE:

TOWN OF DAYTON

BY:

Robert L. Wood

MAYOR

STATE OF WYOMING)

) ss.

COUNTY OF SHERIDAN)



The foregoing instrument was acknowledged before me this 18 day of

Dec, 2002, by David + Nancy Deason Grantor.

WITNESS my hand and official seal.

Linda L. Lofgren

NOTARY PUBLIC

My Commission expires: Sept 5, 2004

STATE OF WYOMING)

) ss.

COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this 18th day of

Dec, 2002, by **Robert L. Wood, The Mayor of Dayton.**

WITNESS my hand and official seal.

Linda L. Lofgren

NOTARY PUBLIC

My Commission expires: Sept 5, 2004



EXHIBIT A

Legal Description

Record Owner: David E. Dearcorn and Nancy P. Dearcorn
RE: Perpetual Waterline Easement to the Town of Dayton

A perpetual waterline easement twenty (20) feet wide, being ten (10) feet each side of the following described centerline situated in the NE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 32 and in the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 33, Township 57 North, Range 86 West, 6th P.M., Sheridan County, Wyoming, said centerline being more particularly described as follows:

Commencing at the South $\frac{1}{4}$ Corner of said Section 32; thence N44E45'15"E, 3207.60 feet to the **POINT OF BEGINNING** of said easement; thence along said centerline S68E42'29"E, 58.12 feet to the beginning of a curve to the left, having a radius of 300.00 feet, a central angle of 02E37'36", an arc length of 13.75 feet, a chord bearing of S70E01'17"E, and a chord length of 13.75 feet; thence along said centerline S71E20'05"E, 41.46 feet to the beginning of a curve to the right, having a radius of 300.00 feet, a central angle of 04E34'18", an arc length of 23.94 feet, a chord bearing of S69E02'56"E, and a chord length of 23.93 feet; thence S66E45'47"E, 69.47 feet along said centerline to a point; thence S55E30'47"E, 39.59 feet along said centerline to a point; thence S33E00'47"E, 47.11 feet along said centerline to a point; thence S10E30'47"E, 50.85 feet along said centerline to a point; thence S00E44'13"W, 56.44 feet along said centerline to a point; thence S21E45'47"E, 62.09 feet along said centerline to a point; thence S44E15'47"E, 66.00 feet along said centerline to a point; thence S66E45'47"E, 100.88 feet along said centerline to a point; thence S44E15'47"E, 64.00 feet along said centerline to a point; thence S21E45'47"E, 154.42 feet along said centerline to the beginning of a curve to the left having a radius of 300.00 feet, a central angle of 01E39'47", an arc length of 8.71 feet, a chord bearing of S22E35'40"E, and a chord length of 8.71 feet to a point on Northerly line of a 1 acre tract described in Book 349 of Deeds, Page 328 (water tank site) and also being the **POINT OF TERMINUS**, said point being N05E11'19"E, 1678.02 feet from the SE Corner of said Section 32.

The above described easement contains 17,137 sq. ft., 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 twenty (20) foot easement. Said temporary construction easement contains 26,306 sq. ft., 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).