

WATER LINE EASEMENT

Deed made this 12th day of August, 2005, by and between

John K. West and Bonnie L. West, husband and wife, and Esther I. West as to her life estate, 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 in 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.

John K West
John K. West
Bonnie L West
Bonnie L. West

Esther I. West
Esther I. West

BW.
E.W.
JKW. All terms and conditions stipulated in the January 24 2005 letter from the Sheridan Area Water Supply Joint Powers Board, signed by Bruce Yates and Jackie Flowers, shall supersede any conflicting terms and conditions in this easement.

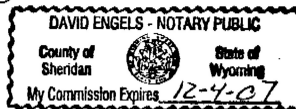
STATE OF Wyoming)
County of Sheridan)ss

The foregoing instrument was acknowledged before me by John K. West and Bonnie L. West this 12th day of August, 2005.

WITNESS MY HAND AND OFFICIAL SEAL

David Engels
Notary Public

My Commission Expires: 12-4-07



STATE OF Wyoming)
County of Sheridan)ss

The foregoing instrument was acknowledged before me by Esther I. West this 12th day of August, 2005.

WITNESS MY HAND AND OFFICIAL SEAL

David Engels
Notary Public

My Commission Expires: 12-4-07



A perpetual water line easement thirty (30) feet wide, being fifteen (15) feet each side of the following described centerline situated in Lot C, Perkins Ranch Subdivision, NW $\frac{1}{4}$ 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 centerline being more particularly described as follows:

Commencing at the northwest corner of said Section 6; thence S65°40'59"E, 2997.94 feet to the **POINT OF BEGINNING** of the herein described easement, said point lying on the west line of said Lot C; thence N57°13'09"E, 972.94 feet along said centerline to the **POINT OF TERMINUS** of said easement lying on the east line of said Lot C, said point being S78°43'31"E, 3619.82 feet from said northwest corner of Section 6.

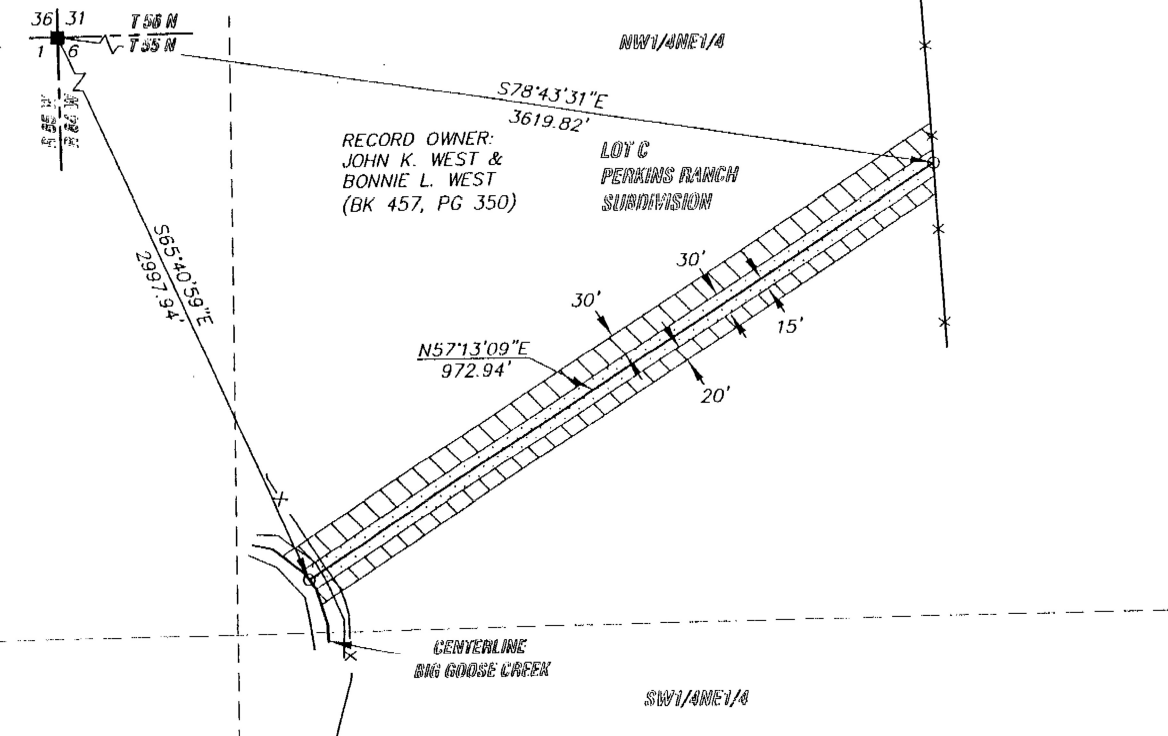
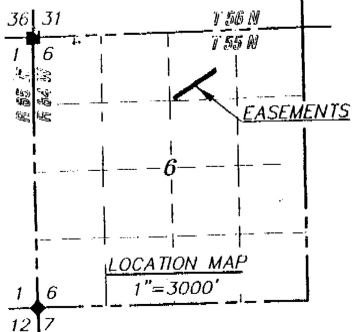
The above described perpetual easements contain 0.67 acres, more or less, and are subject to any rights-of-way and/or easements, reservations and encumbrances which have been legally acquired.

Also, a temporary construction easement will be required, being a strip of land twenty (20) feet wide, the northerly line of said strip being the southerly line of said perpetual thirty (30) foot water line easement, and also a strip of land thirty (30) feet wide, the southerly line of said strip being the northerly line of said perpetual thirty (30) foot water line easement.

Said temporary construction easements contain 1.13 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"



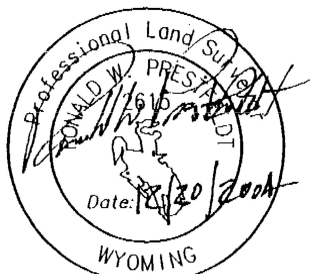
LEGEND:

- FOUND 2" ALUMINUM CAP PER PE & LS 3864
- FOUND #5 REBAR
- FOUND 2" ALUMINUM CAP PER PLS 580
- ◆ IRON PIPE IN MOUND OF STONES (CALCULATED)
- CALCULATED, NOTHING FOUND/NOTHING SET
- (R) RECORD
- (M) MEASURED
- (C) CALCULATED
- SECTION LINE
- INTERIOR SECTION LINE
- PROPERTY LINE
- X-X-X- FENCE LINE
- X-X-X- FENCE LINE EXTENDED
- EASEMENT CENTERLINE
- CENTERLINE OF BIG GOOSE CREEK
- 30' WATERLINE EASEMENT (±0.67 ACRES)
- TEMPORARY CONSTRUCTION EASEMENT (± 1.13 ACRES)

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"

R PRESTFELDT
SURVEYING

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

SCALE: 1"=200'
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 C, PERKINS RANCH SUBDIVISION,
NW1/4NE1/4, SECTION 6,
T55N, R84W, 6TH P.M.,
SHERIDAN COUNTY, WYOMING.

JN: 2003035
DF: SAWP\HKM-2004\
2003035E-WEST
DECEMBER 20, 2004

CONSENT BY MORTGAGEE

Mountain Valley Bank, of 461 Main Street, Walden, Co. 80480, Mortgagee on real property that includes the above described premises, pursuant to the Mortgage executed by John K. West and Bonnie L. West and recorded at Book 587 of Mortgages, Page 123, in the records of the County Clerk of Sheridan County, Wyoming, hereby consents to the grant of the foregoing easement.

Dated this 9 day of September, 2005.

Zack Jacobsen
Mountain Valley Bank
 Mortgagee

Attest: _____

By: Zack Jacobsen
 Its: VP/COO

STATE OF Colorado)
)ss
 County of Jackson)

The foregoing Consent by Mortgagee was acknowledged before me by
Zack Jacobsen, this 9 day of
September, 2005.

Linda Howard
 Notary Public

My Commission Expires: 12-5-08

