



**JOINT AFFIDAVIT UNDER WYOMING STATUTES § 34-11-101 TO RESOLVE  
PLAT AMBIGUITY IN RESERVATION OF A DRAINAGE EASEMENT**

**PURSUANT TO** the enabling statutory authority of Wyoming Statutes § 34-11-101[a]&[b], and **first properly being sworn**, the undersigned **Powder Horn Ranch, LLC**, acting hereunder by and through its **principal owner and General Manager, Homer Scott, Jr., and Alston M. McCarty, III, and Marie A. McCarty**, who are husband and wife, (each of the aforesaid hereinafter referred to in places individually as an **Affiant**, and collectively as the **Affiants**), by signing below upon their respective sworn oaths, **declare, state, affirm, and agree** as follows, with respect to the following described real property, to wit:

**Affected Real Property:**

**Lot 31, Block B, Powder Horn Ranch, Planned Unit Development, Phase One, A subdivision in Sheridan County, Wyoming, Filed as Plat #P36;**

**Which said Lot 31 presently is a vacant residential subdivision lot that is located on the easterly side of Stagecoach Drive within Lot B of Phase One of the Powder Horn Ranch, Planned Unit Development, but which presently has not been assigned a numbered-street address.**

**AND**

**A Tract of land, which is that certain former (now vacated) Lot 30, Block B, Powder Horn Ranch, Planned Unit Development, Phase One, A Subdivision in Sheridan County, Wyoming, Filed as Plat # P36, which is described in that certain CERTIFICATE OF PARTIAL VACATION OF PLAT that is filed in the office of the Clerk and Recorder of Sheridan County in the State of Wyoming in Book 410 of Deeds, commencing at Page 457, and being denoted therein also as Document No. 333465, which is contiguous to the above-described Lot 31, Block B, Powder Horn Ranch, Planned Unit Development, Phase One, along the southerly boundary line of said Lot 31, which begins at the southwesterly-situated corner of said Lot 31, as shown on said Plat #P36, and which runs S 77°49'39" E a distance of 98.40 feet, more or less, along the said southerly boundary line of said Lot 31, to a point, which is the southeasterly-situated corner of said Lot 31; and, which said former (now vacated) Lot 30 is situated in and comprises a part of the NE ¼ NE ¼ of Section 33, in Township 55 North, Range 84 West of the 6<sup>th</sup> PM, and is bounded by the same property lines that previously described and enclosed the former (now vacated) Lot 30; and, which**

also is described and designated on the public records of the Assessor of Sheridan County, within the State of Wyoming under Account #: R0007240, by Local #: 020062, and by Parcel #: 55843310603026, containing 11,453 square feet, more or less;

Which said tract of land is described in the above-cited records of the Sheridan County Assessor as a Residential tract of land, which presently has a spring-house structure situated within its boundaries, and which is located at the north-easterly corner of the intersection of Powder Horn Road and Stagecoach Drive, being contiguous to but outside the subdivision perimeter line of Lot B of Phase One of the Powder Horn Ranch, Planned Unit Development, but which presently has not been assigned a numbered-street address;

And, which said Tract of land is referred-to in other places within this document as the **SPRINGHOUSE TRACT**", for purposes of abbreviated and convenient reference.

**Affidavit Agreement Under Oath:**

[1] Affiant, Powder Horn Ranch, LLC, is the Developer of both Lot 31 in Block B, Powder Horn Ranch, Planned Unit Development, Phase One, and the **SPRINGHOUSE TRACT** as herein-above described; and, Homer Scott, Jr., is the principal owner and General Manager of said Affiant, Powder Horn Ranch, LLC, and he is the individual who signed that certain Plat #P36 document and that certain **CERTIFICATE OF PARTIAL VACATION OF PLAT** document, which pertains to the former (now vacated) Lot 30; and, both said documents are filed as a matter of public record in the office of the Clerk and Recorder for Sheridan County, within the State of Wyoming, and are incorporated herein by this express reference; and, therefore, Homer Scott, Jr. makes this **JOINT AFFIDAVIT** on behalf of Powder Horn Ranch, LLC, upon the basis of his personal knowledge and best belief.

[2] Upon the said Plat #P36 (which the Affiants incorporate in this **JOINT AFFIDAVIT** as an official public record by this express reference), the Affiant, Powder Horn Ranch, LLC, expressly reserves:

[a] A utility easement which is described and designated as a "**20' DRAINAGE EASEMENT**" that is intended to consist of ten feet (10') in a northeasterly direction along the south-westerly situated boundary line of said Lot 31 and of ten feet (10') in a southwesterly direction on and along the northeasterly boundary line to the **SPRINGHOUSE TRACT**; and,

[b] A general utility easement of ten feet (10') with regard to and across the above-described Lot 31 which runs in a northeasterly direction along the easterly Lot Line of that said Lot 31 for the entire 112.04' length of that easterly Lot Line; which is intended to include drainage within the general utility purposes for which the easement is reserved and may be used.

[3] In the concluding paragraph of the "**CERTIFICATE OF DEDICATION**" that is contained in and stated upon the said Plat #P36, the Affiant, Powder Horn Ranch, LLC, expressly reserves what are declared to be "**...PERPERTUAL EASEMENTS...**" which

include those required for "...DRAINAGE FACILITIES AS ARE LAID OUT AND DESIGNATED ON THE PLAT..." That express reservation **does touch and concern the land**; and, by virtue of its being expressly stated to be one of the "...PERPETUAL EASEMENTS...", both the aforesaid "20' DRAINAGE EASEMENT" and the general utility easement of ten feet (10') that are laid-out and designated on the said Plat #P36 which Lot 31 being perpetual, **do run with the land.**

[4] **Affiants Alston M. McCarty, III, and Marie A. McCarty**, husband and wife, presently have and hold legal title to the above-described Lot 31, previously having acquired said legal title by and through that certain **Warranty Deed** that is recorded in the office of the Clerk and Recorder of Sheridan County, within the State of Wyoming, in **Book 380 of Deeds**, commencing at **Page 339**, being denoted therein also as **Document No. 230297**; and, therefore, each said **Affiant** makes this **JOINT AFFIDAVIT** upon the basis of her or his personal knowledge and best belief.

[5] The **Affiant, Powder Horn Ranch, LLC**, as to the above-described SPRINGHOUSE TRACT, and the **Affiants Alston M. McCarty, III and Marie A. McCarty**, husband and wife, as to the above-described Lot 31, respectively, constitute all of the present owners and proprietors of the above-described **Affected Real Property** to which this **JOINT AFFIDAVIT** pertains; and, by signing below, they bind themselves and their respective future assignees, transferees, and any other successors in interest or title to this **Affidavit Agreement Under Oath.**

[6] For this **JOINT AFFIDAVIT** the purposes and scope of the two above-described easements with reference to said Lot 31 include the particular drainage purposes and scope that are stated below – but are not intended thereby to limit and therefore do not limit other reserved purposes and uses of the two easements.

[a] To facilitate and continue the historically established and pre-existing outflow of water from a naturally occurring spring, which rises upon and flows generally eastward across the above-described SPRINGHOUSE TRACT through a turn toward the North of 90 degrees, more or less, which said turn is entirely contained and executed within the perimeter of the SPRINGHOUSE TRACT, and continues to flow thereafter in a northeasterly direction to the northerly boundary line of the SPRINGHOUSE TRACT, which also is the southerly boundary line of Lot 31; and, thereafter flows northeasterly across the above-described Lot 31, within the above-described general utility easement of ten feet (10') along the easterly edge of Lot 31, to a point at which the flow enters a pipe that exits Lot 31 near the northeasterly corner of Lot 31, to be conveyed under the golf course lands, which are situated generally eastward from Lot 31.

[b] To provide the **Powder Horn Ranch, LLC**, and its future assignees, transferees, and any other successors in interest to the **Powder Horn Ranch, LLC**, as to the further continued ownership and continuing future use of the two above-described easements, by and through the perpetual reservations laid-out and designated on the said Plat #P36, with ingress to, access and use of, and egress from the surface and subsurface of the area of the two said easements for and by workmen, vehicles, machinery, and equipment that may be needed in order



to provide-for, protect, and perpetuate the continual outflow of water from the SPRINGHOUSE TRACT over and across Lot 31.

[c] Prospectively, during any exercise of the above-described easement usage rights, in the event that the easement owner or holder that is exercising those easement usage rights damages any landscaping or other improvement that the then owner of the above-described Lot 31 maintains within the perimeter of the above-described easements, then the **Affiants** agree, for themselves and also to be binding upon their assignees, transferees, and any other successors in interest or title to the said SPRINGHOUSE TRACT and to the said Lot 31, that the exercising owner or holder of the two above-described easements agrees to repair that damage, or to reimburse the then owner of the said Lot 31 for the actual cost of the repair of that damage.

[7] The **Affiant, Powder Horn Ranch, LLC**, as to the above-described SPRINGHOUSE TRACT, and the **Affiants Alston M. McCarty, III** and **Marie A. McCarty**, husband and wife, as to the above-described Lot 31, for themselves and also as binding upon their respective future assignees, transferees, and any other successors in interest or title, agree and declare, with reference to the above-described two easements within the above-described purposes and uses, that the SPRINGHOUSE TRACT is and shall remain the **dominant estate**; and, that Lot 31 is and shall remain the **servient estate**.

[8] The **Affiant, Powder Horn Ranch, LLC**, and the **Affiants Alston M. McCarty, III** and **Marie A. McCarty**, husband and wife, for themselves and also as binding upon their respective future assignees, transferees, and any other successors in interest or title, agree that the **Affiants Alston M. McCarty, III** and **Marie A. McCarty**, husband and wife and all future assignees, transferees, and any other successors in interest or title, as to the above-described Lot 31— at their own expense, and otherwise subject to the provisions of the “**Declaration of Covenants, Conditions, And Restrictions**” and the Architectural Development Standards of and under the Powder Horn Ranch PUD which apply to Lot 31, and also subject to any other applicable governmental zoning and building Statutes, Resolutions, Rules, or Regulations, may landscape, maintain, occupy, and utilize the surface area that is contained within the two above-described easements; *provided, however*, that no such landscaping, maintenance, occupancy, or utilization by the **Affiants Alston M. McCarty, III** and **Marie A. McCarty**, husband and wife and all future assignees, transferees, and any other successors in interest or title, as to the above-described Lot 31 ever shall:

[a] Result in the construction or placement of any building or other structure upon the areas that are covered by the two above-described easements; or,

[b] Block, impede, restrict, otherwise adversely affect, or prevent the exercise by the **Affiant, Powder Horn Ranch, LLC**, and its future assignees, transferees, and any other successors in interest of the drainage easement usage rights that pertain to and which are associated with the two above-described easements

[9] To facilitate the understanding of the written provisions of this **JOINT AFFIDAVIT**, the **Affiants** append to this document, mark as “**Exhibit A**”, and incorporate herein by this express



reference a mapped representation of the above-described Lot 31, which is titled as a "SITE SURVEY".

[10] The Affiant, Powder Horn Ranch, LLC, as to the above-described SPRINGHOUSE TRACT, and the Affiants Alston M. McCarty, III and Marie A. McCarty, husband and wife, as to the above-described Lot 31, for themselves and also as binding upon their respective future assignees, transferees, and any other successors in interest or title, agree that this **Affidavit Agreement Under Oath** may be amended or otherwise modified in the future; provided, however, that any such amendment or other modification, to be effective legally, must be in written form, made under oath, signed by all of the then owners of legal title to the above-described Lot 31 and by the then owner or holder of the two above-described easements, and filed as a matter of public record in such a way as to cause the amending or modifying document to appear in the chain-of-recorded-title to the said Lot 31.

IN WITNESS WHEREOF, and first properly being sworn, the respective Affiants sign below on the dates that are written opposite their respective signatures.

**Signatures:**

**Dates Signed:**

The Powder Horn Ranch, LLC

By:

  
Homer Scott, Jr. – General Manager, Affiant

10-24-16

\_\_\_\_\_  
Alston M. McCarty, III, Affiant

\_\_\_\_\_  
Marie A. McCarty

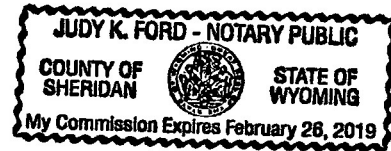
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**VERIFICATIONS AND ACKNOWLEDGMENTS**

STATE OF WYOMING     )  
                                      )  
County Of Sheridan     )     ss.

The foregoing **JOINT AFFIDAVIT UNDER WYOMING STATUTES § 34-11-101 TO RESOLVE PLAT AMBIGUITY IN RESERVATION OF A DRAINAGE EASEMENT** was sworn-to, signed, and acknowledged before me on October 24, 2016, by Homer Scott, Jr., acting as the General Manager of the Powder Horn Ranch, LLC, who personally is known to me; as witnesseth my hand and official seal.

Judy K. Ford  
Notary Public



My commission expires: 2/26/2019

STATE OF \_\_\_\_\_ )  
                                      )  
County Of \_\_\_\_\_ )     ss.

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\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_



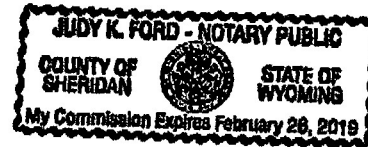
2016-730570 10/28/2016 11:28 AM PAGE: 7 OF 10  
 BOOK: 563 PAGE: 110 FEES: \$39.00 EE AFFIDAVIT - LEGAL  
 EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

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 )  
 County Of Sheridan ) ss.

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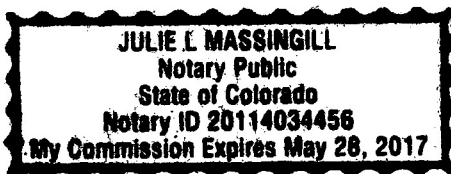
Judy K. Ford  
 Notary Public



My commission expires: 2/26/2019

STATE OF CO )  
 )  
 County Of Boulder ) ss.

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Julie L. Massingill  
 Notary Public

My commission expires: 5-28-2017



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BOOK: 563 PAGE: 111 FEES: \$39.00 EE AFFIDAVIT - LEGAL  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

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IN WITNESS WHEREOF, and first properly being sworn, the respective Affiants sign below on the dates that are written opposite their respective signatures.

Signatures:

Dates Signed:

The Powder Horn Ranch, LLC

By: Homer Scott, Jr.  
Homer Scott, Jr. - General Manager, Affiant

10-24-16

Alston M. McCarty, III  
Alston M. McCarty, III, Affiant

10.26.2016

Marie A. McCarty  
Marie A. McCarty

10/26/2016

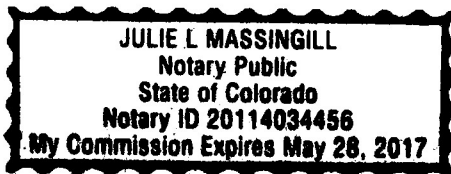
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EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

STATE OF CO )  
County Of Boulder ) ss.

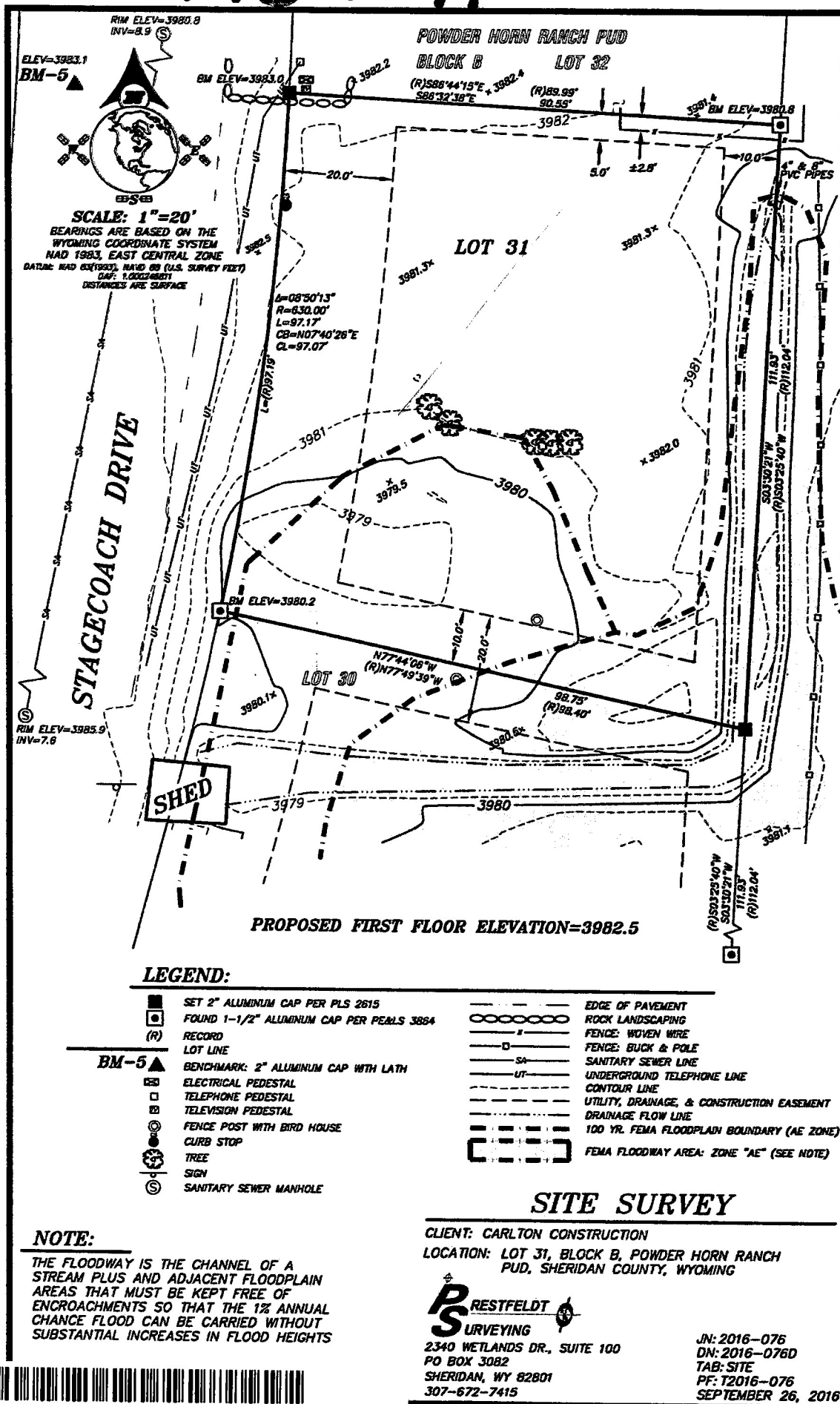
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Julie L. Massingill  
Notary Public

My commission expires: 5-28-2017

# "EXHIBIT A"



**NO. 2016-730570 AFFIDAVIT - LEGAL**  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK  
POWDER HORN REALTY INC 161 STATE HWY 335  
SHERIDAN WY 82801