

WATER LINE EASEMENT

This easement is entered into between Sheridan Heights Ranch, LLC and System Land, LLC (collectively "Grantor"), and City of Sheridan ("Grantee"), whose address is 55 Grinnell Plaza, Sheridan, WY 82801.

Grantor grants to Grantee an easement and dedicated right-of-way to survey, design, construct, install, inspect, operate, maintain, tap, repair and replace underground water lines over, across and under the following described property situate in Sheridan County, Wyoming :

SEE ATTACHED EXHIBITS A AND B

This easement is subject to the following term and conditions.

1. Duration. This easement shall be perpetual.
2. Operations on the Easement. Grantee, its employees, agents, contractors, invitees and assigns may enter upon and use the property for the purposes of this easement, including, with out limitation, operating machinery on the property.
3. Reclamation. Within six (6) months after the disturbance, weather permitting, Grantee will reclaim and restore to its original condition, as near as possible, all areas disturbed by Grantee, and will repair any trench settlement. Topsoil will be kept separate from subsoil whenever there is any disturbance, and topsoil will be spread back over the subsoil. Grantee will control erosion on the easement area. This obligation to reclaim and restore shall apply each time the easement area is disturbed by Grantee's operations.
4. Debris. Grantee will not allow any debris to be discarded on the easement, and Grantee will be responsible to clean up debris along the easement for which Grantee or Grantee's invitees are responsible.
5. Buried Lines. Grantee shall bury all lines at least 48 inches between the surface and the ground and the top of the pipe.
6. Nonexclusive Use. This easement is nonexclusive and shall not preclude Grantor from using the easement area or from granting the right to other persons and parties to use the easement area; provided, however, such use will not unreasonably interfere with Grantee's use of the easement area.
7. Binding Effect. This agreement is binding upon the successors and assigns of the parties and shall run with the land.
8. Indemnification. Grantee shall indemnify and hold Grantor harmless from any legal actions or claims of any form that involve the easement and right of way conveyed by Grantor or Grantee herein, unless they are the sole result of Grantor's gross negligence. Notwithstanding the foregoing, Grantee does not waive any right it may claim with respect to the Wyoming Government Claims Act.



Dated this 16 day of October, 2017.

System Land, LLC

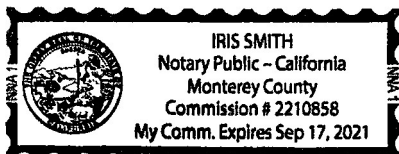
By: [Signature]

Title: _____

STATE OF California)
) ss.
COUNTY OF Monterey)

The foregoing instrument was acknowledged before me this 16th day of October, 2017 by Donald B. Roberts as manager of System Land, LLC and as manager of Sheridan Heights Ranch, LLC.

Witness my hand and official seal.



[Signature]

Notary Public

My commission expires: 09/17/2021

LEGAL DESCRIPTION EXHIBIT "A"

Record Owners: *Sheridan Heights Ranch, LLC & System Land, LLC, Donald B. Roberts - Manager*

July 6, 2017

Re: 10.0' Waterline Easement

A waterline easement being the north ten (10.0) feet of Lot 5, Cloud Peak Ranch Seventeenth Filing, to the City of Sheridan, Wyoming; as shown on **EXHIBIT "B"** attached hereto and by this reference made a part hereof. Lengthening or shortening the side line of said easement to intersect the boundary lines of said Lot 5.

Said waterline easement contains 1,386 square feet of land, more or less.

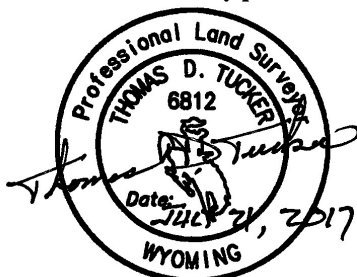
Re: 10.0' Waterline Easement

A waterline easement being the south ten (10.0) feet of Lot 6, Cloud Peak Ranch Seventeenth Filing, to the City of Sheridan, Wyoming; as shown on **EXHIBIT "B"** attached hereto and by this reference made a part hereof. Lengthening or shortening the side line of said easement to intersect the boundary lines of said Lot 6.

Said waterline easement contains 1,436 square feet of land, more or less.

SURVEYOR'S STATEMENT

I, Thomas D. Tucker, do hereby state that this legal description was prepared from notes taken during an actual field survey performed by me or under my direct supervision.



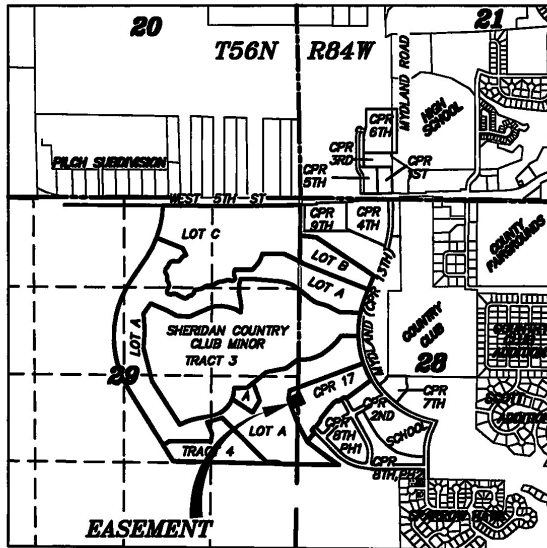
Modification in any way of the above or foregoing legal description terminates liability of the surveyor.

EXHIBIT "B"

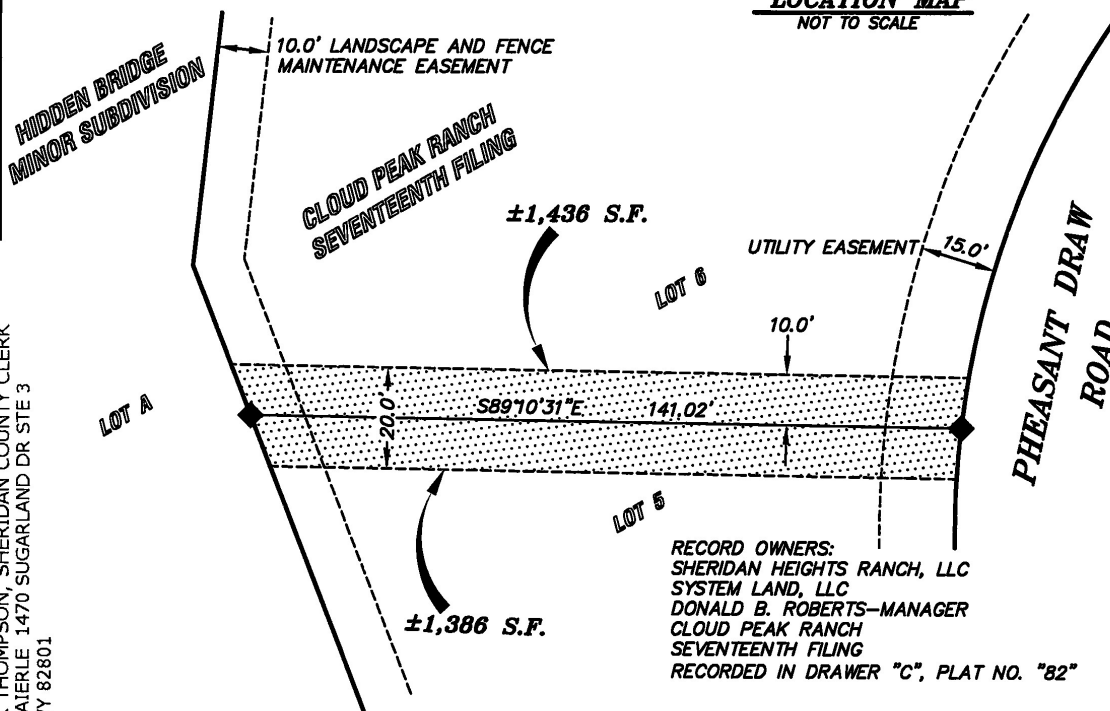


SCALE: 1"=30'

BEARINGS ARE BASED ON THE
WYOMING COORDINATE SYSTEM
NAD 1983, EAST CENTRAL ZONE
DATUM: NAD 83(1983), NAVD 88 (U.S. SURVEY FEET)
DAF: 1.000235
DISTANCES ARE SURFACE



LOCATION MAP
NOT TO SCALE



RECORD OWNERS:
SHERIDAN HEIGHTS RANCH, LLC
SYSTEM LAND, LLC
DONALD B. ROBERTS—MANAGER
CLOUD PEAK RANCH
SEVENTEENTH FILING
RECORDED IN DRAWER "C", PLAT NO. "82"

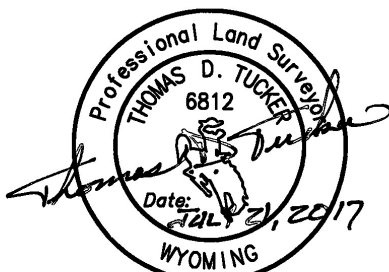
LEGEND:

- ◆ FOUND 2" ALUMINUM CAP PER PLS 2615
- CALCULATED: NOTHING FOUND/NOTHING SET
- PROPERTY/DEED LINE
- LOT LINE
- - - EASEMENT LINE
- ▨ WATERLINE EASEMENT (±2,828 S.F.)

SURVEYOR'S CERTIFICATE

STATE OF WYOMING :ss
COUNTY OF SHERIDAN

I, THOMAS D. TUCKER, 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"

EXHIBIT "B" 20.0' WATERLINE EASEMENT

CLIENT: SYSTEM LAND, LLC & SHERIDAN HEIGHTS RANCH, LLC
LOCATION: LOT 5 & LOT 6, CLOUD PEAK RANCH
SEVENTEENTH FILING, CITY OF SHERIDAN,
WYOMING



2340 WETLANDS DR., SUITE 100
PO BOX 3082
SHERIDAN, WY 82801
307-672-7415

JN: 2002-101 SJ: 32
DN: 2002-101-SJ32-E1-C3D
JULY 12, 2017

NO. 2017-739322 EASEMENT

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
MORRISON MATERLE 1470 SUGARLAND DR STE 3
SHERIDAN WY 82801

2017-739322 12/13/2017 2:25 PM PAGE: 4 OF 4
BOOK: 571 PAGE: 143 FEES: \$21.00 HM EASEMENT
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK