

WATER LINE EASEMENT

Deed made this 13th day of May, 2005, by and between David A. and Shari L. Willett of Sheridan County, Wyoming, 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 "Grantees".

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 Grantees 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 Grantees, their 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 Grantors 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.

Grantees agree 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 Grantors.

Grantors shall be held harmless from any legal actions or claims of any form that involve the easement conveyed by Grantors to Grantees, unless they are the result of the Grantors' sole negligence. Notwithstanding the above, Grantees do not waive any rights they may claim with respect to the Wyoming Governmental 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.

David A. Willett
Shari L. Willett

STATE OF WYOMING)
)
 COUNTY OF SHERIDAN)

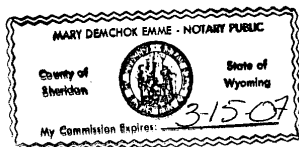
ss

The foregoing instrument was acknowledged before me by David A &

Shari L. Willett

this 13th day of May, 2005.

Witness my hand and official seal.



Mary Demchok Emme
 Notary Public

My Commission Expires: March 15, 2007

EXHIBIT "A"
December 20, 2004

A perpetual water line easement thirty (30) feet wide, being fifteen (15) feet each side of the following described centerline situated in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ and SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 32, Township 56 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:

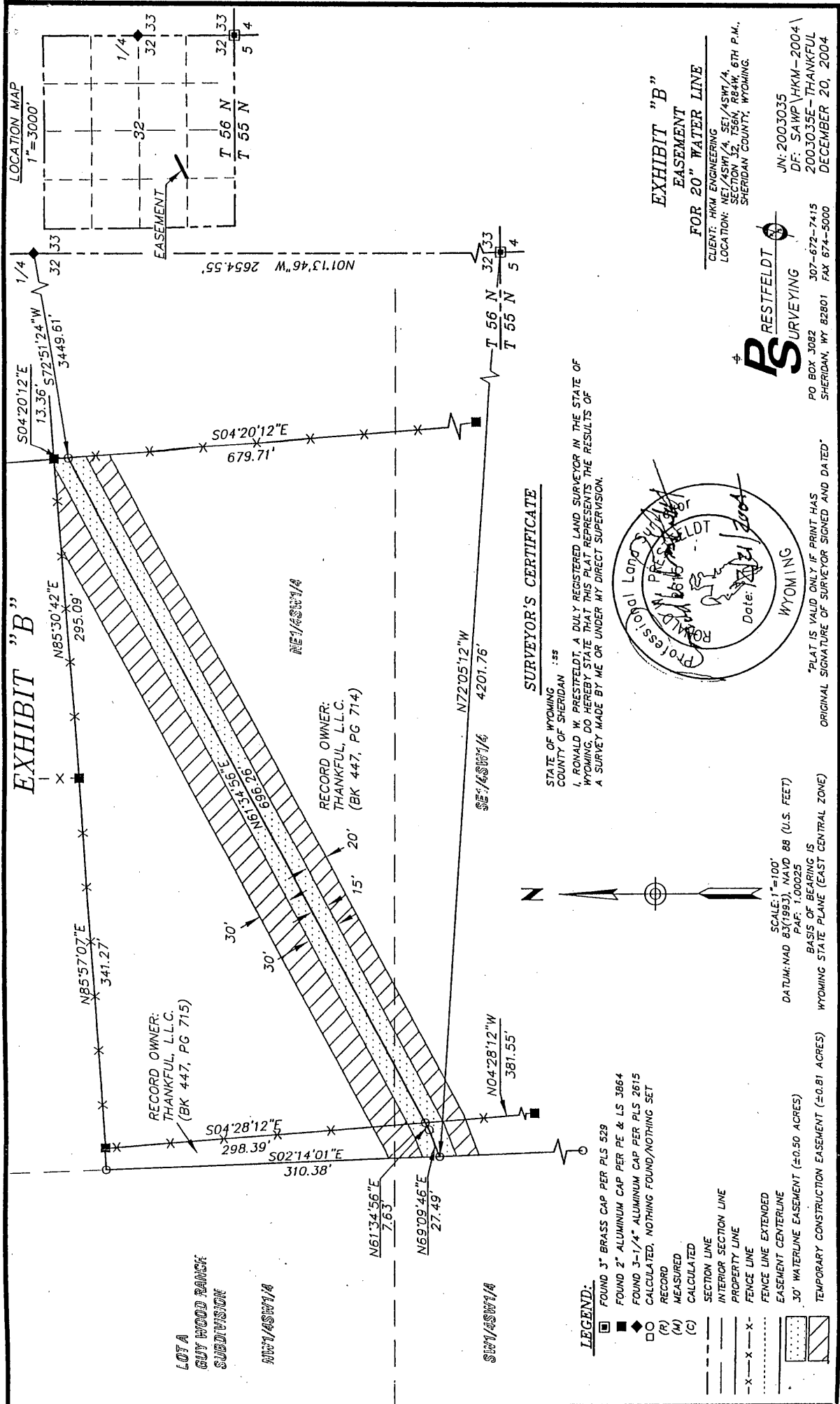
Commencing at the southeast corner of said Section 32; thence N72°05'12"W, 4201.76 feet to the **POINT OF BEGINNING** of the herein described easement, said point lying on the west line of a tract of land described in Book 447 of Deeds, Page 715; thence N69°09'46"E, 27.49 feet along said centerline to a point; thence N61°34'56"E, 7.63 feet along said centerline to a point, said point lying on the west line of said tract of land described in Book 447 of Deeds, Page 714, and being S04°28'12"E, 298.39 feet from the northwest corner of said tract described in Book 447 of Deeds, Page 714; thence N61°34'56"E, 696.26 feet along said centerline to the **POINT OF TERMINUS** of said easement lying on the east line of said tract described in Book 447 of Deeds, Page 714, said point being S04°20'12"E, 13.36 feet from the northeast corner of said tract described in Book 447 of Deeds, Page 714 and S72°51'24"W, 3449.61 feet from the east quarter corner of said Section 32.

The above described perpetual easement contains 0.50 acres, more or less, and is 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 0.81 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).



CONSENT BY MORTGAGEE

FIRST INTERSTATE BANK, 4 South Main Street, P. O. Box 2007, Sheridan, WY 82801, Mortgagee on real property that includes the above described premises, pursuant to the Mortgage executed by David A. Willett and Shari L. Willett and recorded at Book 596 of Mortgages, Page 0584 in the records of the County Clerk of Sheridan County, Wyoming, hereby consents to the grant of the foregoing easement..

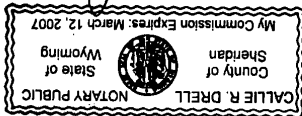
Dated this 9th day of August, 2005.

FIRST INTERSTATE BANK

By Stephen D. Carroll, VP

State of Wyoming)
County of Sheridan)ss

The foregoing Consent by Mortgagee was acknowledged before me by Stephen D. Carroll this 9th day of August, 2005.



Callie R. Drell
Notary Public

My Commission Expires: March 12, 2007