

**WATER AND SEWER LINE EASEMENT**

Deed made this 29<sup>th</sup> day of AUGUST, 2005, by and between Mountain View Industrial Park, LLC hereinafter referred to as "Grantors", and the City of Sheridan, Wyoming hereinafter referred to as "Grantee".

For and in consideration of good and valuable consideration whose receipt is acknowledged, Grantors convey to Grantee an easement and right-of-way across and under the following-described real property, described as:

SEE ATTACHED EXHIBITS "A" and "B"

Grant permission to Grantee, its employees, agents, contractors and assigns to enter upon and use the property described and shown on the exhibits for the purposes of surveying, designing, constructing, installing, inspecting, operating, maintaining, tapping, repairing, and replacing water and sewer lines. This permission 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 is not intended for other purposes.

Grantee agrees to reshape the ground surface to approximately match pre-existing contours, repair trench settlement, replace surfacing to match existing, maintain drainage, and repair any buried pipes, electrical wires or other improvements owned by the Grantor that are damaged as a result of Grantee's work.

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 or sewer lines 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.

Duane Hagen

for Mountain View Industrial Park

STATE OF WYOMING )  
COUNTY OF SHERIDAN )

ss

The foregoing instrument was acknowledged before me by Duane Hagen

this 29<sup>th</sup> day of August, 2004 5

Witness my hand and official seal.

Donna L. Willar-Orrell  
Notary Public

My Commission Expires: Sept. 8, 2005



## LEGAL DESCRIPTION

**Record Owner: Mountain View Industrial Park, LLC**  
**August 19, 2005**

### **Re: 30.0' Sanitary Sewer Line Easement**

A sanitary sewer line easement thirty (30) feet wide, being fifteen (15) feet each side of the following described centerline situated in Lot Seven, Shosten Addition to Sheridan County, Wyoming, as 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 southwest corner of said Lot Seven, Shosten Addition (Monumented with a 1" Plastic Cap per PLS 5300); thence N89°05'52"E, 30.00 feet along the south line of said Lot Seven to the **POINT OF BEGINNING** of said easement; thence, thirty (30) feet east of and parallel to the west line of said Lot Seven, N00°38'31"W, 550.00 feet along said centerline to a point; thence N34°03'12"E, 40.00 feet along said centerline to the **POINT OF TERMINUS** of said easement, said point being N04°31'47"E, 585.41 feet from said southwest corner of Lot Seven.

Said sanitary sewer line easement contains 17,700 square feet of land, more or less, and is subject to any right-of-way and/or easements, reservations and encumbrances which have been legally acquired.

### **Re: Waterline Easement**

A waterline easement described along a centerline situated in Lot Seven, Shosten Addition to Sheridan County, Wyoming, as shown on **EXHIBIT "B"** attached hereto and by this reference made a part hereof; said centerline with parallel right-of-way lines of hereinafter stated distances to the left or right being more particularly described as follows:

Commencing at the northeast corner of Lot Two, Shosten Addition (Monumented with a 1" Plastic Cap per PLS 5300); thence N00°34'55"E, 45.00 feet along the east line of said Lot Seven, Shosten Addition to the **POINT OF BEGINNING** of said easement; thence, fifteen (15) feet south of and parallel to the south line of Lot One, Shosten Addition, S89°11'26"W, 406.74 feet with parallel right-of-way lines being seven and a half (7.5) feet to the right or north side and fifteen (15) feet to the left or south side along said centerline to a point; thence continue, S89°11'26"W, 370.00 feet with parallel right-of-way lines being fifteen (15) feet to the right or north side and fifteen (15) feet to the left or south side along said centerline to a point; thence continue, S89°11'26"W, 35.00 feet with parallel right-of-way lines being thirty (30) feet to the right or north side and fifteen (15) feet to the left or south side along said centerline to a point; thence S00°37'21"E, 175.50 feet with parallel right-of-way lines being fifteen (15) feet to the right or west side and fifteen (15) feet to the left or east side along said centerline to a point; thence S89°22'39"W, 38.00 feet with parallel right-of-way lines being fifteen (15) feet to the right or north side and fifteen (15) feet to the left or south side along said centerline to the **POINT OF TERMINUS** of said easement, said point being N44°52'49"E, 636.91 feet from the southwest corner of said Lot Seven (Monumented with a 1" Plastic Cap per PLS 5300).

Said waterline easement contains 28,455 square feet of land, more or less, and is subject to any right-of-way and/or easements, reservations and encumbrances which have been legally acquired.

Basis of Bearings is Wyoming State Plane (East Central Zone).

# EXHIBIT "B"

