

WATER LINE EASEMENT

Deed made this 11th day of August, 2005, by and between **Wayne A. Kadrmas and Shirley A. Kadrmas, Trustees or their successors in trust, under the Kadrmas Family Trust, dated October, 18, 1997**, of Sheridan County, 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 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 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, 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 Grantor does not waive any rights it may claim with respect to the Wyoming Government Claims Act and common law of Wyoming.

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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.

Wayne A. Kadrmas
Wayne A. Kadrmas, Trustee

Shirley A. Kadrmas, Trustee
Shirley A. Kadrmas, Trustee

STATE OF WYOMING)
)
COUNTY OF SHERIDAN) ss

On this 1st day of August, 2005, before me personally appeared **Wayne A. Kadrmas and Shirley A. Kadrmas, Trustees**, and upon being sworn and upon oath represented that they are the Trustees of the **Kadrmas Family Trust, dated October, 18, 1997**, and that the foregoing instrument was signed on behalf of the Trust, and that pursuant to the terms of the said written trust they have the authority to execute the instrument on behalf of the Trust and that the instrument is the free act and deed of the Trust.

WITNESS MY HAND AND OFFICIAL SEAL.

Rebecca J. Martini
Notary Public

My Commission Expires: 1-5-07



EXHIBIT "A"

A perpetual water line easement thirty (30) feet wide, being fifteen (15) feet each side of the following described centerline situated in NW¼NE¼, Section 10, Township 55 North, Range 85 West, 6th P.M., 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 west quarter corner of said Section 10; thence N59°33'12"E, 3038.14 feet to the **POINT OF BEGINNING** of the herein described easement lying on the west line of a tract of land described in Book 463 of Deeds, Page 534, said point being N00°16'10"W, 24.08 feet from the southwest corner of said tract described in Book 463 of Deeds, Page 534; thence N56°21'02"E, 125.00 feet along said centerline to the **POINT OF TERMINUS** of said easement lying on the east line of said tract described in Book 463 of Deeds, Page 534, said point being S69°23'37"E, 2928.52 feet from the northwest corner of said Section 10.

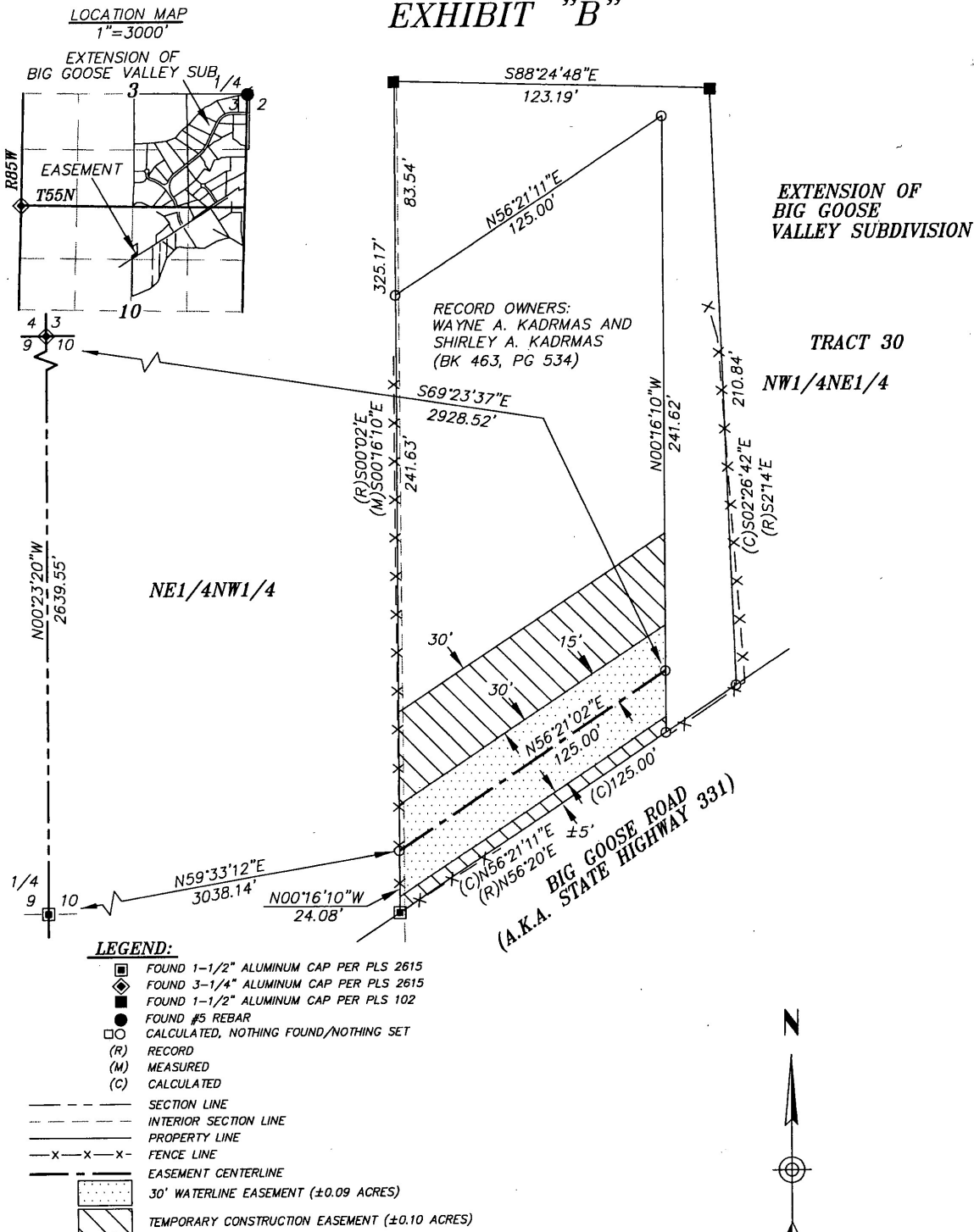
The above described perpetual easement contains 0.09 acres, more or less, and is subject to any rights-of-way and/or easements, reservations and encumbrances which have been legally acquired.

In addition, a temporary construction easement will be required, being 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, and also that portion of said Tract of land described in Book 463 of Deeds, Page 534 lying south of the southerly line of said perpetual thirty (30) foot water line easement and north of the northerly right-of-way line of Big Goose Road (A.K.A. Wyoming Highway 331).

Said temporary construction easements contain 0.10 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).

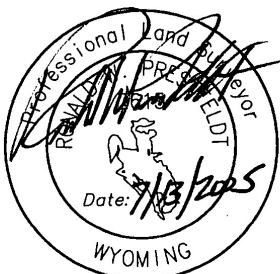
EXHIBIT "B"



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"

SCALE: 1"=50'
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: NW1/4NE1/4, SECTION 10,
T55N, R85W, 6TH P.M.,
SHERIDAN COUNTY, WYOMING.

PRESTFELDT
SURVEYING

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

JN: 2003035
DF: SAWP\HKM-2004\
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JULY 11, 2005