

**AGREEMENT FOR WATERLINE EASEMENT  
AND  
TEMPORARY CONSTRUCTION EASEMENT**

THIS AGREEMENT is by and between WYOMING LOG HOMES MFG. CO., hereinafter referred to as the Property Owner, and TOWN OF RANCHESTER, WYOMING, hereinafter referred to as the Town.

WHEREAS, the Town proposes to construct a waterline on the west side of Ranchester;

AND WHEREAS, the Property Owner is willing to convey to the Town the necessary permanent waterline easement, and temporary construction easement;

NOW THEREFORE, in consideration of mutual covenants set forth herein and for other good and valuable consideration, the parties agree as follows:

1. Property Owner agrees to convey unto the Town a new permanent waterline easement on property situated in the SW¼NE¼ of Section 24, Township 57 North, Range 86 West, 6th P.M., City of Sheridan, Sheridan County, Wyoming, as described on attached Exhibits "A" and "B".
2. Property Owner agrees to convey a temporary construction easement on property situated in the SW¼NE¼ of Section 24, Township 57 North, Range 86 West, 6th P.M., City of Sheridan, Sheridan County, Wyoming, as shown on attached Exhibits "A" and "B". The temporary easement will be in effect from the date of this agreement until August 1, 2006.
3. The Town shall pay for all recording fees, and all costs of preparing surveys and plats for acquisition of the above easements.
4. The Town shall seed all disturbed areas in the easements with a dryland seed mix, or a mix satisfactory to the Property Owner.
5. The Town shall hold harmless and indemnify the Property Owner for any action, liabilities, environmental claims or damages arising from construction-related activity on lands described in the foregoing easement descriptions.
6. The Town or the Town's contractor, at its' expense, shall acquire a labor and materials payment bond, and a performance bond, each in the full amount of the contract between the Town and its contractor for the waterline construction.
7. Upon request by the Town, the Property Owner shall execute right-of-way easement documents prepared by the Town in recordable form for the permanent right-of-way easement described in Section 1 of this agreement. Separate easement documents shall not be executed with respect to the temporary easement described in Section 2
8. The Town shall insure that its contractor acquires all permits necessary to complete the construction contemplated by this agreement. The Property Owner shall have no permitting responsibility.
9. The Town shall insure that vehicle access is provided at all times along customary routes. Temporary detours will be agreed upon between the Town and the Property Owner before they are implemented. The Property Owner will be notified of all construction and progress meetings, and kept informed of the project schedule.

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RECORDED 08/27/2009 AT 02:55 PM  
AUDREY KOLTISKA, SHERIDAN COUNTY CLERK

10. In the event either party defaults on any of the terms or conditions of this agreement, and in the event such default is not cured within fifteen days after the date of written notice of such default sent by the other party, such other party shall have the right to terminate this agreement and to recover all damages caused by breach of this agreement.
11. The Town agrees to comply with all applicable local, state and federal laws and regulations governing the operation of the project contemplated by this agreement.
12. All contractors and subcontractors performing work on the project contemplated by this agreement shall operate under terms of contracts with the Town, which shall be responsible for insuring that the obligations of this agreement are met by the Town or by its contractors. The Property Owner shall have no obligation to supervise or insure compliance with this agreement by the Town's contractors.

IN WITNESS WHEREOF, the parties hereto set their hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

Wyoming Log Homes Mfg. Co.

Town of Ranchester  
Sheridan County, Wyoming

Michelle M. Nielsen

Cliff Clevenger  
Cliff Clevenger, Mayor

Michelle Nielsen, President  
Printed Name and Title

Teri L. Laya  
Teri L. Laya, Clerk/Treasurer

STATE OF WYOMING     )  
                                      :     ss.  
County of Sheridan     )

The foregoing instrument was acknowledged before me by Michelle Nielsen,  
Cliff Clevenger, Teri L. Laya  
and \_\_\_\_\_ this 7<sup>th</sup> day of September,  
2005.

Witness my hand and official seal.



Kathie Stevens  
Notary Public

## EXHIBIT "A"

**GRANTOR: WYOMING LOG HOMES MFG, CO.**  
**August 15, 2005**

### **Re: 30.0' Waterline Easement for the Town of Ranchester**

That portion of a waterline easement thirty (30) feet wide, being fifteen (15) feet each side of the following described centerline situated in the SW $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 24, Township 57 North, Range 86 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 northeast corner of said Section 24 (Monumented with a 3 $\frac{1}{4}$ " Aluminum Cap per PLS 6594); thence S45°08'30"W, 1889.75 feet to the **POINT OF BEGINNING** of said easement, said point lying on the north line of the S $\frac{1}{2}$ NE $\frac{1}{4}$ ; thence S00°40'54"W, 782.19 feet along said centerline to a point; thence N89°19'06"W, 30.00 feet along said centerline to the **POINT OF TERMINUS** of said easement, said point being N68°42'17"W, 1484.53 feet from the east quarter corner of said Section 24 (Monumented with a 3 $\frac{1}{4}$ " Aluminum Cap per PLS 2615).

That portion of a waterline easement thirty (30) feet wide, being fifteen (15) feet each side of the following described centerline situated in the SW $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 24, Township 57 North, Range 86 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 east quarter corner of said Section 24 (Monumented with a 3 $\frac{1}{4}$ " Aluminum Cap per PLS 2615); thence N55°17'00"W, 1640.51 feet to the **POINT OF BEGINNING** of said easement; thence N89°19'06"W, 30.00 feet along said centerline to the **POINT OF TERMINUS** of said easement, said point being N55°51'39"W, 1665.46 feet from said east quarter corner of Section 24.

In addition, a temporary construction easement will be required, being a strip of land twenty (20) feet wide, the easterly line of said strip being the westerly line of said thirty (30) foot wide waterline easement as shown on **EXHIBIT "B"**.

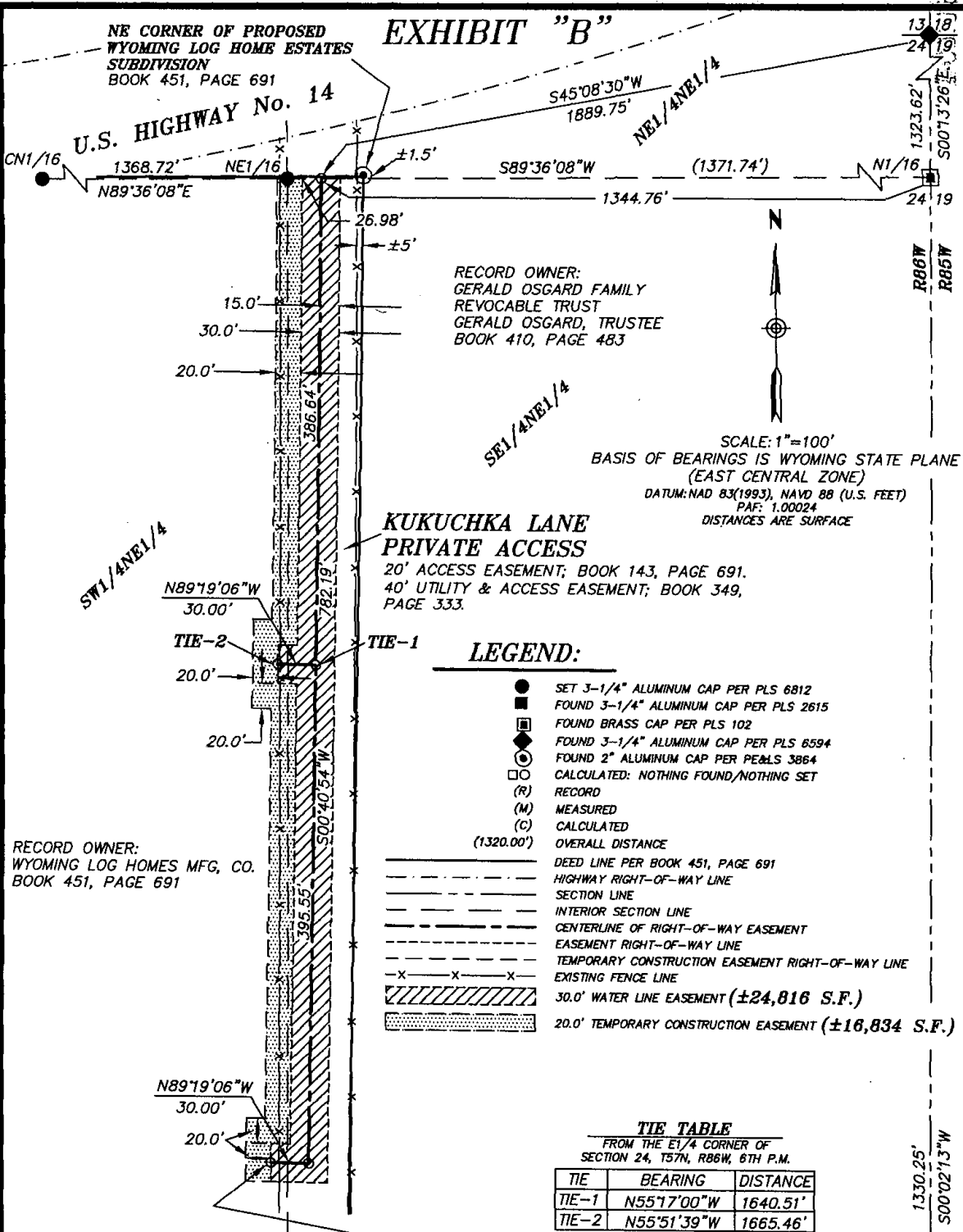
Said waterline easements contain 24,816 square feet of land, more or less, and is subject to any right-of-way and/or easements, reservations and encumbrances which have been legally acquired.

Said temporary construction easements contain 16,834 square feet of land, 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).

NE CORNER OF PROPOSED  
WYOMING LOG HOME ESTATES  
SUBDIVISION  
BOOK 451, PAGE 691

## EXHIBIT "B"



## SURVEYOR'S CERTIFICATE

EXHIBIT "B"  
30.0' WATERLINE EASEMENT

CLIENT: ENTECH INC., FOR THE TOWN OF RANCHESTER  
LOCATION: S1/2NE1/4, SECTION 24, T57N, R86W,  
6TH P.M., SHERIDAN COUNTY, WYOMING

RESTFELDT  
SURVEYING

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

JN: 22044  
DN: 2004/200244SJ7E3  
PF: T2004134  
AUGUST 15, 2005

"PLAT IS VALID ONLY IF PRINT HAS  
ORIGINAL SIGNATURE OF SURVEYOR SIGNED AND DATED"