

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

THIS AGREEMENT is by and between SHERIDAN COUNTY SCHOOL DISTRICT NO. 1, 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 project adjacent to US 14 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 NE $\frac{1}{4}$ NE $\frac{1}{4}$ 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 NE $\frac{1}{4}$ NE $\frac{1}{4}$ 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, in particular bus traffic patterns, 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.

650101 AGREEMENT
BOOK 508 PAGE 0555
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 13th day of September, 2005.

Sheridan County School District No. 1

Town of Ranchester
Sheridan County, Wyoming

Sue Belish
For Sheridan County School District No. 1

Cliff Clevenger
Cliff Clevenger, Mayor

Sue Belish, Superintendent
Printed Name & Title

Attest: _____

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

STATE OF WYOMING)

: ss.

County of Sheridan)

The foregoing instrument was acknowledged before me by Sue Belish

Cliff Clevenger

and _____ this 13th day of September, 2005.

Witness my hand and official seal.



Cara L. Reichert
Notary Public

EXHIBIT "A"

Record Owner: Sheridan County School District No. 1
July 26, 2005

Re: 30.0' Waterline Easement for the Town of Ranchester

A waterline easement being a strip of land thirty (30) feet wide when measured at right angles, situated in the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 24, Township 57 North, Range 86 West, 6th P.M., Sheridan County, Wyoming; the southerly line of said waterline easement being the southerly line of a tract of land described in Book 299 of Deeds, Page 201, and the northerly right-of-way line of Historic U.S. Highway 14 (AKA Dayton Street); the southerly line of said strip 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 S13°36'02"W, 700.29 feet to the **POINT OF BEGINNING** of said easement, said point being the southeast corner of said tract described in Book 299 of Deeds, Page 201; thence S57°06'21"W, 26.81 feet along said southerly line of said strip to a point; thence, along said southerly line of said strip, through a curve to the right, having a radius of 3769.72 feet, a central angle of 18°48'41", an arc length of 1237.69 feet, a chord bearing of S66°30'50"W, and a chord length of 1232.13 feet to the **POINT OF TERMINUS** of said easement, said point being the southwest corner of said tract described in Book 299 of Deeds, Page 201, and being S47°59'43"W, 1772.66 feet from said northeast corner of said Section 24, (lengthening or shortening the northerly line of said strip to intersect said boundary lines of said tract described in Book 299 of Deeds, Page 201).

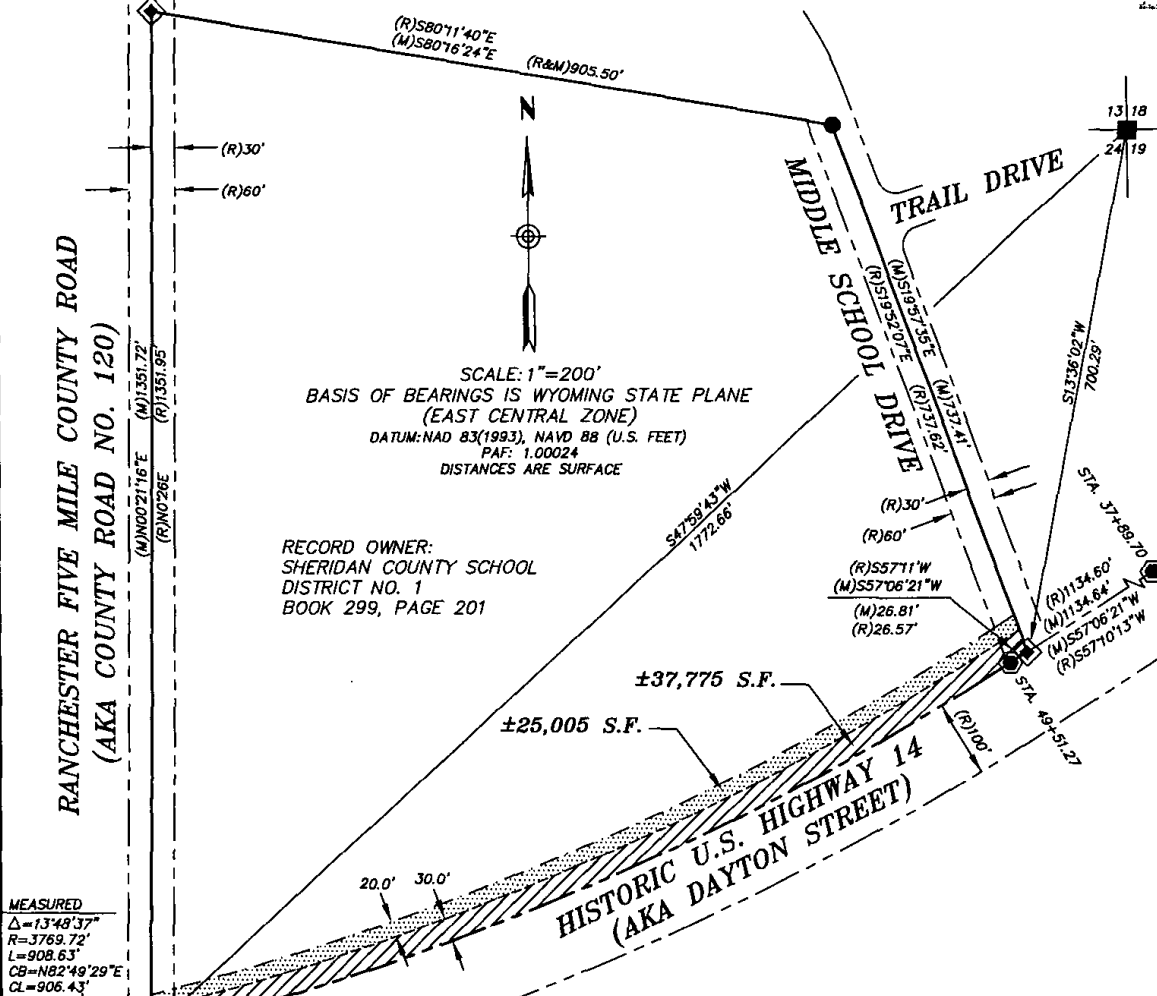
In addition, a temporary construction easement will be required, being a strip of land twenty (20) feet wide, the southerly line of said strip being the northerly line of said thirty (30) foot wide waterline easement.

Said waterline easement contains 37,775 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 easement contains 25,005 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).

EXHIBIT "B"



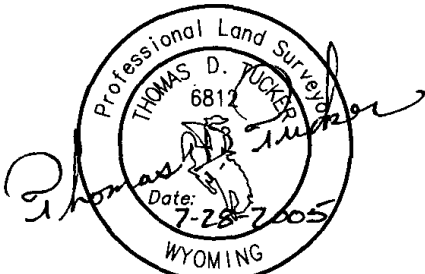
NOTE:

MONUMENTS WERE FOUND OR SET FOR SHERIDAN COUNTY SCHOOL DISTRICT NO. 1 DURING A MAY, 2005 SURVEY.

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" 30.0' WATERLINE EASEMENT

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

RESTFELDT
SURVEYING

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

559

JN: 22044
DN: 2004/200244S/7E1
PF: T2004134
JULY 28, 2005