

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

THIS AGREEMENT is by and between GERALD OSGARD FAMILY REVOCABLE TRUST 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 easements, and temporary construction easements;

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 new permanent waterline easements on property situated in the NE $\frac{1}{4}$ NE $\frac{1}{4}$ and the SE $\frac{1}{4}$ 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" through "D".
2. Property Owner agrees to convey temporary construction easements on property situated in the NE $\frac{1}{4}$ NE $\frac{1}{4}$ and the SE $\frac{1}{4}$ 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" through "D". The temporary easements 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.

650105 AGREEMENT
BOOK 508 PAGE 0575
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.

Gerald Osgard Family Revocable Trust

Town of Ranchester
Sheridan County, Wyoming


Gerald Osgard, Trustee


Cliff Clevenger, Mayor


Teri L. Laya, Clerk/Treasurer

STATE OF WYOMING)
 : ss.
County of Sheridan)

The foregoing instrument was acknowledged before me by Barry Osgard,
Cliff Clevenger, Teri L. Laya
and _____ this 20th day of September,
2005.

Witness my hand and official seal.



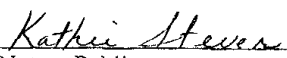

Kathie Stevens
Notary Public

EXHIBIT "A"

**GRANTOR: GERALD OSGARD FAMILY REVOCABLE TRUST,
Gerald Osgard, trustee
August 15, 2005**

Re: Waterline Easement for the Town of Ranchester

That portion of a waterline easement 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, as shown on **EXHIBIT "B"** attached hereto and by this reference made a part hereof; said tract 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°43'33"W, 1849.21 feet to the **POINT OF BEGINNING** of said easement, said point lying on the southerly right-of-way line of U.S. Highway No. 14; thence S00°40'54"W, 41.92 feet to a point, said point lying on the south line of said NE $\frac{1}{4}$ NE $\frac{1}{4}$; thence S89°36'08"W, 41.98 feet along said south line to a point, said point being the southwest corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ (Monumented with a 3 $\frac{1}{4}$ " Aluminum Cap per PLS 6812); thence S89°36'08"W, 11.03 feet along the south line of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ to a point; thence N00°40'54"E, 29.82 feet to a point lying on said southerly right-of-way line of U.S. Highway No. 14; thence, along said southerly right-of-way line, through a non-tangent curve to the left, having a radius of 3869.72 feet, a central angle of 00°48'30", an arc length of 54.60 feet, a chord bearing of N76°47'55"E, and a chord length of 54.59 feet to the **POINT OF BEGINNING** of said easement.

Said waterline easements contain 1,898 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"

RANCHESTER FIVE MILE
COUNTY ROAD
(AKA COUNTY ROAD NO. 120)

U.S. HIGHWAY No. 14

**KUKUCHKA LANE
PRIVATE ACCESS**
20' ACCESS EASEMENT;
BOOK 143, PAGE 691.
40' UTILITY & ACCESS
EASEMENT; BOOK 349,
PAGE 333.

RECORD OWNER:
WYOMING LOG HOMES MFG. CO.
BOOK 451, PAGE 691

RECORD OWNER:
GERALD OSGARD FAMILY
REVOCABLE TRUST
GERALD OSGARD, TRUSTEE
BOOK 410, PAGE 483

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

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S00°40'54"W	41.92'
L2	S89°36'08"W	41.98'
L3	S89°36'08"W	11.03'
L4	N00°40'54"E	29.82'

LEGEND:

- FOUND 3-1/4" ALUMINUM CAP PER PLS 6812
- ◆ SET 3-1/4" ALUMINUM CAP PER PLS 6812
- FOUND 3-1/4" ALUMINUM CAP PER PLS 6594
- FOUND 2" ALUMINUM CAP PER PLS 3864
- FOUND BRASS CAP PER PLS 102
- ⊙ FOUND HIGHWAY RIGHT-OF-WAY MONUMENT
- CALCULATED: NOTHING FOUND/NOTHING SET
- (R) RECORD
- (M) MEASURED
- (C) CALCULATED
- (1320.00')
- DEED LINE PER BOOK 451, PAGE 691
- HIGHWAY, COUNTY OR PUBLIC ROAD RIGHT-OF-WAY LINE
- SECTION LINE
- INTERIOR SECTION LINE
- EASEMENT RIGHT-OF-WAY LINE
- EXISTING FENCE LINE
- /// WATER LINE EASEMENT (±1,898 S.F.)

SCALE: 1"=60'

BASIS OF BEARINGS IS WYOMING STATE PLANE
(EAST CENTRAL ZONE)

DATUM: NAD 83(1993), NAVD 88 (U.S. FEET)

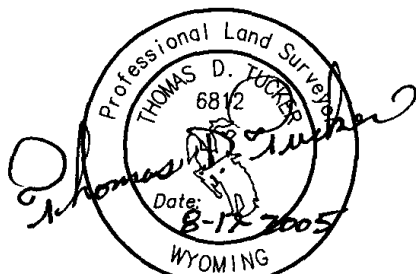
PAF: 1.00024

DISTANCES ARE SURFACE

SURVEYOR'S CERTIFICATE

STATE OF WYOMING : 99
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.

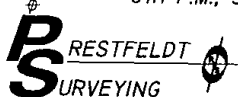


"PLAT IS VALID ONLY IF PRINT HAS
ORIGINAL SIGNATURE OF SURVEYOR SIGNED AND DATED"

EXHIBIT "B" WATERLINE EASEMENT

CLIENT: ENTECH INC., FOR THE TOWN OF RANCHESTER

LOCATION: NE1/4NE1/4, SECTION 24, T57N, R86W,
6TH P.M., SHERIDAN COUNTY, WYOMING



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

579

JN: 22044
DN: 2004/200244SJT7E4
PF: T2004134
AUGUST 15, 2005

EXHIBIT "C"

GRANTOR: GERALD OSGARD FAMILY REVOCABLE TRUST,
Gerald Osgard, trustee
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 SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 24, Township 57 North, Range 86 West, 6th P.M., Sheridan County, Wyoming, as shown on **EXHIBIT "D"** 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 said SE $\frac{1}{4}$ 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 SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 24, Township 57 North, Range 86 West, 6th P.M., Sheridan County, Wyoming, as shown on **EXHIBIT "D"** 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 "D"**.

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

U.S. HIGHWAY No. 14

RECORD OWNER:
GERALD OSGARD FAMILY
REVOCABLE TRUST
GERALD OSGARD, TRUSTEE
BOOK 410, PAGE 483

SCALE: 1"=100'

BASIS OF BEARINGS IS WYOMING STATE PLANE
(EAST CENTRAL ZONE)

DATUM: NAD 83(1993), NAVD 88 (U.S. FEET)

PAF: 1.00024
DISTANCES ARE SURFACE

KUKUCHKA LANE
PRIVATE ACCESS

20' ACCESS EASEMENT; BOOK 143, PAGE 691.
40' UTILITY & ACCESS EASEMENT; BOOK 349,
PAGE 333.

LEGEND:

- SET 3-1/4" ALUMINUM CAP PER PLS 6812
 ■ FOUND 3-1/4" ALUMINUM CAP PER PLS 2615
 □ FOUND BRASS CAP PER PLS 102
 ◆ FOUND 3-1/4" ALUMINUM CAP PER PLS 6594
 ● FOUND 2" ALUMINUM CAP PER PLS 3864
 □ CALCULATED: NOTHING FOUND/NOTHING SET
 (R) RECORD
 (M) MEASURED
 (C) CALCULATED
 (0.00') OVERALL DISTANCE
 — DEED LINE PER BOOK 451, PAGE 691
 — HIGHWAY RIGHT-OF-WAY LINE
 — SECTION LINE
 — INTERIOR SECTION LINE
 — CENTERLINE OF RIGHT-OF-WAY EASEMENT
 - - - EASEMENT RIGHT-OF-WAY LINE
 — TEMPORARY CONSTRUCTION EASEMENT RIGHT-OF-WAY LINE
 - X - EXISTING FENCE LINE
 // 30.0' WATER LINE EASEMENT (±24,816 S.F.)
 . . . 20.0' TEMPORARY CONSTRUCTION EASEMENT (±16,834 S.F.)

TIE TABLE

FROM THE E1/4 CORNER OF
SECTION 24, T57N, R86W, 6TH P.M.

THE	BEARING	DISTANCE
THE-1	N55°17'00"W	1640.51'
THE-2	N55°51'39"W	1665.46'

SURVEYOR'S CERTIFICATE

STATE OF WYOMING : 55
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.

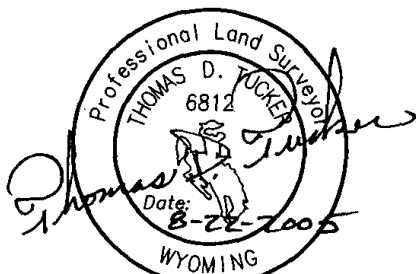


EXHIBIT "D"
30.0' WATERLINE EASEMENT

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



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

JN: 22044
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PF: T2004134
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