

WATER LINE EASEMENT

Deed made this 18th day of August, 2005, by and between
WISDOM, L.L.C., a Utah limited liability company, of Davis County,
Utah, hereinafter referred to as "Grantor", and the Sheridan Area Water Supply Joint
Powers Board (SAWSJPB) and the City of Sheridan, Wyoming hereinafter referred to
as "Grantees".

For and in consideration of good and valuable consideration, receipt of which is
acknowledged and subject to the terms and conditions set forth below, Grantor conveys
and warrants to Grantees an easement and right-of-way upon, across and under the
following-described real property, described as:

SEE ATTACHED EXHIBITS "A" and "B"

Said easement is for Grantees, their employees, agents, contractors and assigns for entry
upon and use of the premises described and shown on the exhibits for the purposes of
surveying, designing, constructing, installing, inspecting, operating, maintaining, tapping,
repairing, and replacing water lines and appurtenances as may be necessary or
convenient; including service lines and laterals. This includes the right to operate
machinery upon this property for these purposes. This deed of easement shall be binding
upon Grantor's 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.

Grantees agree to restore the surface to as near as practical to the original 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 Grantees, unless they are the result of the
Grantor's sole negligence. Notwithstanding the above, the Grantees do not waive any
rights they may claim with respect to the Wyoming Government Claims Act.

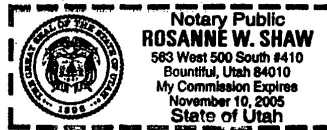
Permanent improvements that would hinder future access to the water line cannot be constructed over the easement, but otherwise land use may be similar to current use.

In witness whereof, Grantor signs this Deed on the date above written.

WISDOM, L.L.C.

By *Duane Jensen*

STATE OF UTAH)
COUNTY OF DAVIS) ss



On this 18th day of August, 2005, before me personally appeared _____
Duane Jensen to me personally known, who being by me duly sworn
did depose and say: That he resides in Bountiful, Utah
_____, that he is the Managing member of **WISDOM, L.L.C.**, the
company which executed the above instrument and which is described therein; that he
signed the above mentioned instrument on behalf of said L.L.C., that he was authorized
to do so by Article _____ of the articles of organization of the said L.L.C., and by
authority of the members of said L.L.C., and that his signature as it thus appears in the
above instrument is binding upon the L.L.C.

Given under my hand and notarial seal the 18th day of August,
2005.

Rosanne W. Shaw
Notary Public

My Commission Expires: 11/10/05

EXHIBIT "A"

July 11, 2005

A perpetual water line easement thirty (30) feet wide, being fifteen (15) feet each side of the following described centerline situated in the NE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 32, and NW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 33, Township 56 North, Range 84 West, 6th P.M., Sheridan County, Wyoming; shown as **EASEMENT 1** 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 32; thence S89°17'23"W, 846.62 feet to the **POINT OF BEGINNING** of the herein described easement, said point lying on the westerly line of a tract of land described in Book 447 of Deeds, Page 717; thence, parallel to and fifteen (15) feet south of the north line of said tract S89°41'42"E, 25.40 feet along said centerline to a point, said point lying on a north-south fence line; thence, parallel to and fifteen (15) feet south of the north line of said tract, S89°41'42"E, 820.98 feet along said centerline to a point, said point being S00°44'34"E, 15.00 feet from said east quarter corner of Section 32; thence S47°03'30"E, 929.26 feet along said centerline to a point; thence S64°21'21"E, 321.89 feet along said centerline to a point; thence, along said centerline through a curve to the left having a radius of 1146.00 feet, a central angle of 05°59'34", an arc length of 119.86 feet, a chord bearing of S67°21'08"E, and a chord length of 119.81 feet to the **POINT OF TERMINUS** of said easement lying on the southerly line of said tract described in Book 447 of Deeds, Page 717, said point being S66°03'19"W, 240.96 feet from the southeast corner of said tract described in Book 447 of Deeds, Page 717, and N29°21'17"E, 2088.61 feet from the southeast corner of said Section 32.

Also, a temporary construction easement will be required, the southerly fifty (50) feet of the northerly eighty (80) feet of the easterly 846.38 feet of said NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 32.

Also, a strip of land thirty (30) feet wide, the southerly line of said strip being the northerly line of said perpetual thirty (30) foot wide water line easement described above in said NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 33.

Also, a strip of land twenty (20) feet wide, the northerly line of said strip being the southerly line of said perpetual thirty (30) foot wide water line easement described above in said NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 33.

Also, a perpetual water line easement thirty (30) feet wide, being fifteen (15) feet each side of the following described centerline situated in the NW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 33, Township 56 North, Range 84 West, 6th P.M., Sheridan County, Wyoming; shown as **EASEMENT 2** 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 33; thence S55°40'43"E, 1575.47 feet to the **POINT OF BEGINNING** of the herein described easement, said point lying on the west line of a tract of land described in Book 447 of Deeds, Page 718, and being S00°02'47"E, 152.60 feet from the northwest corner of said tract described in Book 447 of Deeds, Page 718; thence S82°25'01"E, 28.18 feet to the **POINT OF TERMINUS** of said easement lying on the east line of said tract described in Book 447 of Deeds, Page 718, said point being N35°49'48"E, 2173.18 feet from the southwest corner of said Section 33.

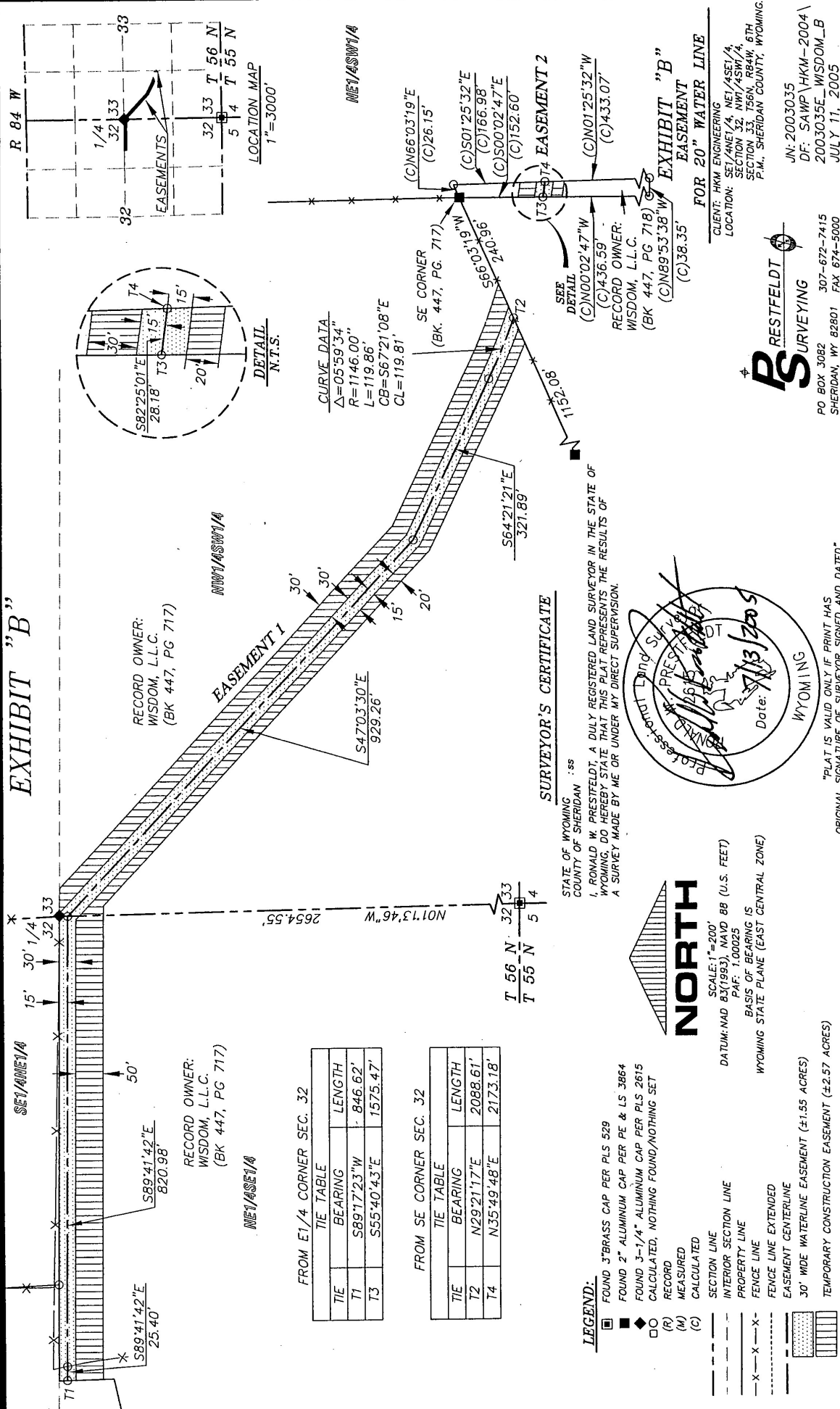
Also, a temporary construction easement will be required, being a strip of land twenty (20) feet wide, the northerly line of said strip being the southerly line of said perpetual thirty (30) foot wide water line easement, and also a strip of land thirty (30) feet wide, the southerly line of said strip being the northerly line of said perpetual thirty (30) foot water line easement.

The above described perpetual water line easements contain 1.55 acres, more or less, and are subject to any rights-of-way and/or easements, reservations and encumbrances which have been legally acquired.

Said temporary construction easements contain 2.57 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"



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

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

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