

Deed made this 6th day of July, 1993, by
and between Pauline J. Pederson, of _____,
hereinafter referred to as "Grantor", and the SHERIDAN AREA WATER
SUPPLY JOINT POWERS BOARD, a joint powers board existing under
agreement between the County of Sheridan, Wyoming and the City of
Sheridan, Wyoming, hereinafter referred to as "Grantee".

For and in consideration of Three Hundred Ten and 00/100
Dollars (\$ 310.00), and other good and valuable consideration,
Grantor conveys to Grantee an easement and right-of-way across and
under the following-described real property, described as:

SEE EXHIBITS "A" AND "B"

for the purposes of surveying, constructing, installing,
inspecting, operating, maintaining, repairing and replacing an
underground water line, together with all appurtenances that may
be necessary and convenient for the conveyance of water, together
with the right of ingress and egress upon and across the real
property of Grantor at reasonable places and routes for the
aforesaid purposes. Grantee agrees to reshape, reseed and restore
all areas disturbed within the easement and right-of-way in a
workmanlike manner both during construction and during future
operation and maintenance activities.

As part of the consideration for this easement, Grantor shall
be compensated by Grantee for any and all loss of income due to
disturbance of those lands affected by the initial construction of
the aforesaid underground water line. Furthermore, Grantee shall
compensate Grantor for any future loss of income as a result of
future disturbance due to operation and maintenance activities of
Grantee upon Grantor's lands, at that future date of disturbance.

At the time of installation, Grantee shall center said
underground water line within the perpetual easement as described.
Under no circumstances shall said underground water line be

installed a distance greater than (30) feet from the U.S. Highway 87 westerly right-of-way line. Grantee, or Grantee's agents, shall reimburse Grantor for any damage or loss to Grantor's livestock incurred as a result of Grantee's construction activities at the time of installation of said underground water line.

Grantor reserves the right to install asphalt or concrete pavement within the easement as described.

As additional consideration for this easement, Grantee shall erect a four-wire barbed wire fence along the boundary of the construction easement prior to commencement of construction. This fence will become the property of Grantor upon completion of construction. The fence will be constructed to a condition as good or better than the existing fence currently located along the boundary between Grantor's property and U.S. Highway 87.

The spring located upon Grantor's property shall be protected from damage by Grantee during installation of said underground water line, and shall not be impacted in terms of quality or quantity as a result of Grantee's activities upon Grantor's property.

Grantee shall protect any and all property corners located on Grantor's property during the time of construction of the underground water line. Should said property corners be disturbed during construction, said property corners shall be reestablished by a licensed surveyor at no cost to Grantor.

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. Furthermore, this deed of easement shall not be deemed valid for any use other than for that which is specifically stated within this deed.

In executing this deed of easement, Grantor does not in any manner allow Grantee or its successor in interest to require Grantor to contract for water service from Grantee, nor does it allow any special district to forcibly annex Grantor's lands into said district's boundaries.

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

Pauline J. Pederson
Pauline J. Pederson

STATE OF Montana)
County of Oregon) ss.

The foregoing instrument was acknowledged before me by
Pauline J. Pederson
this 6th day of July, 1993.

Witness my hand and official seal.

William J. Jones
Notary Public



My Commission Expires: 12/20/95.

EXHIBIT "A"

A perpetual water line easement twenty (20) feet wide, being ten (10) feet each side of the following described centerline situated in Tract 16 of the Roberts Subdivision to the County of Sheridan, Wyoming, NW $\frac{1}{4}$ SE $\frac{1}{4}$, Section 22, Township 55 North, Range 84 West, 6th P.M., Sheridan County, Wyoming; as shown on Exhibit "B" attached hereto and by this reference made a part hereof, said centerline more particularly described as follows:

Commencing at the south quarter corner of said Section 22; thence N31°41'30"E, 2078.95 feet to the POINT OF BEGINNING of the herein described easement, said point lying on the south line of a tract of land described in Book 322 of Deeds, Page 251; thence N31°42'36"E, 172.88 feet along said centerline to the POINT OF TERMINUS of said easement, said point lying on the north line of said Tract 16 and being N31°41'35"E, 2251.84 feet from said south quarter corner of Section 22.

The above described easement contains 0.079 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 fifteen (15) feet wide, the easterly line of said strip being the westerly line of said perpetual twenty (20) foot easement, and also a strip of land lying easterly of the easterly line of said perpetual twenty (20) foot easement and westerly of the westerly right of way line of U.S. Highway 87. Said temporary construction easement contains 0.118 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"

WATERLINE EASEMENT

