

Deed made this 27<sup>th</sup> day of JULY, 1993, by and between Marjorie May Reid, of SHERIDAN, WYOMING 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.

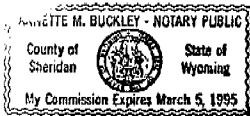
Marjorie May Reid  
Marjorie May Reid

STATE OF WYOMING     )  
                              :    ss.  
County of Sheridan    )

The foregoing instrument was acknowledged before me by

Marjorie May Reid  
this 7 day of July, 19 92.

Witness my hand and official seal.



Annette M. Buckley  
Notary Public

My Commission Expires: 3/5/95.

**EXHIBIT "A"**

A perpetual water line easement being a strip of land thirty five (35) feet wide lying westerly of the westerly right of way line of U.S. Highway No. 87 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; the easterly line of said strip being said westerly right of way line of U.S. Highway No. 87, said easterly line of said strip and said westerly right of way line being more particularly described as follows:

Commencing at the south quarter corner of said Section 22; thence N32°23'19"E, 1919.53 feet to the POINT OF BEGINNING of the herein described easement, said point being the southeast corner of Tract 16; thence N31°57'29"E, 173.64 feet along the east line of said Tract 16 to the POINT OF TERMINUS of said easement, said point being the southeast corner of a tract of land described in Book 322 of Deeds, Page 251, and being N32°21'11"E, 2093.17 feet from said south quarter corner of Section 22.

The above described easement contains 0.140 acres, more or less, and is subject to any rights-of-way and/or easements, reservations and encumbrances which have been legally acquired.

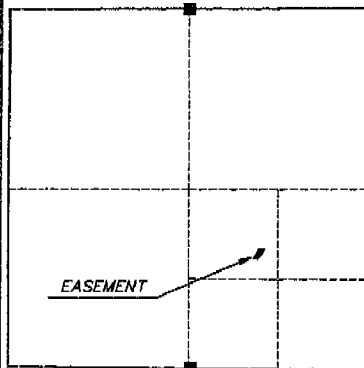
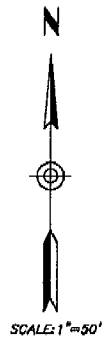
In addition, a temporary construction easement will be required, being a strip of land fifteen (15) feet wide, the easterly line of said strip being the westerly line of said perpetual thirty five (35) foot easement. Said temporary construction easement contains 0.060 acres more or less, and will become 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)

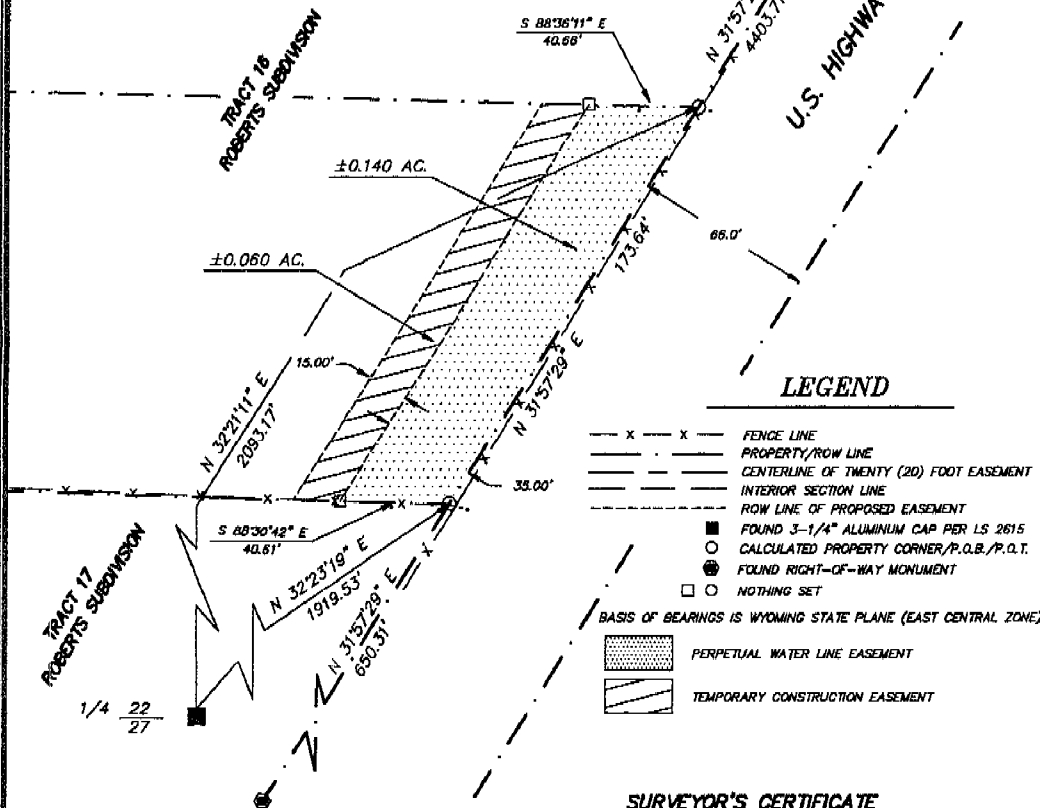
TOWNSHIP 55 NORTH

**EXHIBIT "B"****WATERLINE EASEMENT**

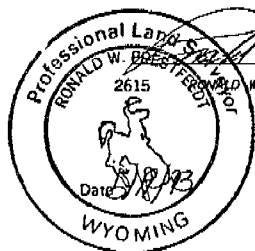
RANGE 84 WEST

SECTION 22  
LOCATION MAP  
1" = 2000'

SCALE: 1" = 50'

**SURVEYOR'S CERTIFICATE**STATE OF WYOMING : ss  
COUNTY OF SHERIDAN

I, RONALD W. PRESTFELDT A DULY REGISTERED LAND SURVEYOR IN THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THIS EXHIBIT TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION.



RONALD W. PRESTFELDT WY L.S. 2615

PREPARED BY: PRESTFELDT SURVEYING  
P.O. BOX 3082  
SHERIDAN, WY  
307-672-7415  
JN: 91040  
DP: SAMP\HKM\87E4  
5/93 (R)