

EASEMENT

Deed made this 12th day of August, 1994, by and between **MARILYN K. THOMAS**, of Sheridan County, Wyoming, hereinafter referred to as "Grantor", and the **UNITED STATES OF AMERICA** and **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, and **THE CITY OF SHERIDAN, WYOMING**, a municipal corporation, hereinafter referred to jointly as "Grantees".

FOR AND IN CONSIDERATION of Seven Thousand Thirty-Two Dollars and Twenty-Six Cents (\$7,032.26), and other good and valuable consideration, Grantor conveys to Grantees an easement and right-of-way across and under the following-described real property, described as:

SEE EXHIBIT "A"

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. Grantees shall first obtain Grantor's permission before attempting ingress or egress across and upon Grantor's real property which is outside the easements described in Exhibit "A", which consent shall not be unreasonably withheld. Grantees agree to reconstruct any of Grantor's fences damaged and reshape, reseed and restore all areas disturbed during construction within the easement and right-of-way in a workmanlike manner. Reseeding shall replicate the type of grasses upon the lands through which the waterline is constructed. Grantees shall erect temporary fences around its work projects in constructing and repairing and maintaining the water line so as to minimize the effect of construction and

repair activities on Grantor's ranching operations and protect Grantor's livestock.

Grantees shall measure the amount of water flowing from the spring upon Grantor's property prior to construction, and shall either not decrease the flow coming from this spring as a result of Grantees' activities, or compensate Grantor for any loss of the historical flow occurring as a result of Grantees' activities.

Grantees acknowledge that underground coal mines may exist on Grantor's property, and that Grantor shall not be held responsible for any damage sustained by Grantees' water line as a result of these underground mines' existence.

Grantees agree to assume responsibility for damages that may occur as a result of construction, operation or maintenance of the water line to the extent allowed by the State of Wyoming (Governmental Claims Act) and the laws of the United States of America. Grantees do not in any manner waive their rights to sovereign immunity as provided to them under the laws of the State of Wyoming or the laws of the United States of America.

Grantor retains the right to construct roads, utilities and irrigation ditches upon and across the easements, but not permanent building. If Grantees destroy or damage Grantor's roads, utilities or irrigation ditches while performing work within the easements, they shall promptly repair the damage or destruction.

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.

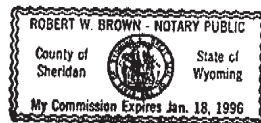
IN WITNESS WHEREOF Grantor signs this deed on the date above written.

Marilyn K. Thomas
MARILYN K. THOMAS

STATE OF WYOMING)
) SS
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this
12th day of August, 1994, by Marilyn K. Thomas.

WITNESS my hand and official seal.



Robert W. Brown
Notary Public

My commission expires: Jan. 18, 1996

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EXHIBIT "A"

A perpetual water line easement thirty (30) feet wide, being fifteen (15) feet each side of the following described centerline situated in the SW $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 2, and the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 11, Township 55 North, Range 85 West, 6th P.M., Sheridan County, Wyoming; said centerline being more particularly described as follows:

Commencing at the west quarter corner of said Section 11; thence N10°08'56"E, 1590.12 feet to the POINT OF BEGINNING of the herein described easement, said point lying on the easterly line of a tract of land described in Book 351 of Deeds, Page 414; thence N08°41'20"E, 1022.27 feet along said centerline to a point; thence N27°41'20"E, 242.41 feet along said centerline to a point; thence N45°41'20"E, 384.58 feet along said centerline to a point; thence through a curve to the right, having a radius of 2500.00 feet, a central angle of 12°45'00", an arc length of 556.32 feet, a chord bearing of N52°03'50"E, and a chord length of 555.18 feet along said centerline to a point; thence N58°26'20"E, 233.09 feet along said centerline to a point; thence through a curve to the right, having a radius of 2500.00 feet, a central angle of 20°00'00", an arc length of 872.66 feet, a chord bearing of N68°26'20"E, and a chord length of 868.24 feet along said centerline to a point; thence N78°26'20"E, 555.17 feet along said centerline to the POINT OF TERMINUS, said point being fifteen (15) feet south of the south line of the Pierce Subdivision to Sheridan County, and being S30°14'05"W, 4690.62 feet from the northeast corner of said Section 2.

In addition, a temporary construction easement will be required, being a strip of land twenty five (25) feet wide, the southeasterly line of said strip being the northwesterly line of said perpetual thirty (30) foot easement, and also a strip of land twenty five (25) feet wide, the northwesterly line of said strip being the southeasterly line of said perpetual thirty (30) foot easement.

Also a perpetual water line easement thirty (30) feet wide, being fifteen (15) feet each side of the following described centerline situated in the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 2, Township 55 North, Range 85 West, 6th P.M., Sheridan County, Wyoming; said centerline being more particularly described as follows:

Commencing at the northeast corner of said Section 2; thence S30°14'05"W, 4690.62 feet to the POINT OF BEGINNING of the herein described easement, said point being fifteen (15) feet south of the south line of the Pierce Subdivision to Sheridan County; thence, fifteen (15) feet south of and parallel to said south line of the Pierce Subdivision, N89°31'33"E, 1100.42 feet along said centerline to the POINT OF TERMINUS, said point lying on the west line of Lot 1 of the Reynolds Subdivision to Sheridan County, and being S17°19'40"W, 4235.68 feet from the northeast corner of said Section 2.

In addition, a temporary construction easement will be required, being a strip of land fifty (50) feet wide, the northerly line of said strip being the southerly line of said perpetual thirty (30) foot easement.

Said perpetual water line easements contain 3.421 acres, more or less, and is subject to any rights-of-way and/or easements, reservations and encumbrances which have been legally acquired.

Said temporary construction easements contain 5.660 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).