

AGREEMENT CREATING WATER LINE EASEMENT

THIS AGREEMENT, entered into between, David E. and Nancy P. Dearcorn, whose address is, P.O. Box 455, Dayton, WY 82836, (hereinafter "Grantor"), and the TOWN OF DAYTON, Wyoming, whose address is P.O. Box 100, Dayton, Wyoming, 82836 (hereinafter "Grantee"). In consideration of the mutual covenants contained herein, and other good and valuable consideration, the parties agree as follows:

1. CONVEYANCE OF EASEMENT

Grantor hereby grants, bargains, sells and conveys to Grantee an easement for an underground water pipeline, surface appurtenances, other utilities, together with a right-of-way within said easement, and the right to excavate for, construct, install, repair, maintain, replace and use such pipeline as Grantee shall from time to time elect over property owned by Grantor, said easement being more particularly described as follows:

SEE EXHIBIT A**2. EASEMENT TO RUN WITH LAND**

This grant of easement shall be appurtenant to and run with the land and shall be binding on and inure to the benefit of the parties hereto, their heirs, successors or assigns in perpetuity.

3. GRANTOR'S RESERVATION OF RIGHTS

Grantor reserves the right to use the above-described easement for purposes which will not interfere with Grantee's full enjoyment of the rights hereby granted; provided that Grantor shall not erect or construct any building, structure, or other improvements, or drill or operate any well, or construct any other obstruction on or within said easement.

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4. GRANTEE'S RESPONSIBILITIES

Grantee agrees that it will restore the surface of Grantor's land, including the reseeded and replanting of grass or other growing crops, for all disturbances caused by Grantor's excavation, construction, installation, repair, maintenance, replacement or other use of said easement.

DATED this 18 of Dec, 2002.

GRANTOR:

[Signature]
Nancy P. Deacon

GRANTEE:

TOWN OF DAYTON

BY:

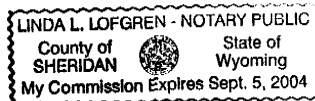
Robert L. Wood

MAYOR

STATE OF WYOMING)

) ss.

COUNTY OF SHERIDAN)



The foregoing instrument was acknowledged before me this 18th day of Dec, 2002, by David + Nancy Deacon, Grantor.

WITNESS my hand and official seal.

[Signature]

NOTARY PUBLIC

My Commission expires: Sept. 5, 2004

STATE OF WYOMING)

) ss.

COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this 18th day of Dec, 2002, by **Robert L. Wood, The Mayor of Dayton.**

WITNESS my hand and official seal.

[Signature]

NOTARY PUBLIC

My Commission expires: Sept. 5, 2004



EXHIBIT A

Legal Description

Record Owner: David E. Dearcorn and Nancy P. Dearcorn
RE: Perpetual Waterline Easement to the Town of Dayton

A perpetual waterline easement twenty (20) feet wide, being ten (10) feet each side of the following described centerline situated in the NE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 32, Township 57 North, Range 86 West, 6th P.M., Sheridan County, Wyoming, said centerline being more particularly described as follows:

Commencing at the South $\frac{1}{4}$ Corner of said Section 32; thence N51E23'52"E, 2180.17 feet to the **POINT OF BEGINNING** of said easement, said point being lying on the easterly right-of-way line of Beckton Road (AKA Sheridan County Road No. 89); thence, parallel to and ten (10.00) feet north of the south line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$, N89E29'59"E, 208.01 feet along said centerline to a point; thence leaving said south line N66E59'59"E, 13.00 feet along said centerline to a point; thence N89E29'59"E, 70.38 feet along said centerline to a point; thence N44E29'59"E, 26.62 feet along said centerline to a point; thence N21E17'31"E, 120.27 feet along said centerline to a point; thence N01E12'29"W, 77.72 feet along said centerline to a point; thence N12E27'29"W, 125.74 feet along said centerline to a point; thence N10E02'31"E, 133.13 feet along said centerline to a point; thence N32E32'31"E, 129.34 feet along said centerline to a point; thence N10E02'31"E, 202.71 feet along said centerline to a point; thence N32E32'31"E, 48.56 feet along said centerline to a point; thence N43E47'31"E, 93.15 feet along said centerline to a point; thence N21E17'31"E, 52.14 feet along said centerline to the **POINT OF TERMINUS** of said easement, said point being N09E11'01"W, 2304.00 feet from the southeast corner of said Section 32.

The above described easement contains 25,658 sq. ft., 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 thirty (30) feet wide, the southerly line of said strip being the northerly line of said perpetual twenty (20) foot easement and also the westerly line of said strip being the easterly line of said perpetual twenty (20) foot easement. Said temporary construction easement contains 38,637 sq. ft., 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).