

EASEMENT

Deed made this 29<sup>th</sup> day of August, 1994, by and between Peter A.B. Widener, Jr. and Lucy Widener, husband and wife, of Sheridan County, Wyoming, and Peter A.B. Widener, a single person, of Sheridan County, Wyoming, hereinafter referred to as "Grantors", 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, hereinafter referred to jointly as "Grantees".

For and in consideration of Nine Thousand Eight Hundred Eighty Seven Dollars and Sixty Eight Cents (\$9,887.68), and other good and valuable consideration, Grantors convey 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 Grantors at reasonable places and routes for the aforesaid purposes. Grantees agree to reshape, reseed and restore all areas disturbed during construction within the easement and right-of-way to a condition as good or better than the original condition, including any and all roads, fencing, cattle troughs and vegetation. Topsoil affected by the construction of the water line shall be stockpiled and utilized to restore the disturbance made during construction.

Grantees agree to have their contractor transport all material excavated from the water line trench, but not utilized for backfill purposes, to a site on Grantors' property not further than one-half mile from the location of excavation. Grantees furthermore agree

to have their contractor erect any and all temporary fencing on Grantors' property to allow use of Grantors' lands and facilities. Grantors shall be afforded reasonable access to their lands and facilities throughout the duration of construction of the water line.

This deed of easement shall be binding upon Grantors' heirs and assigns and shall be perpetual so long as the easement is used for the purposes above recited.

In witness whereof Grantors sign this Deed on the date above written.

Peter A.B. Widener, Jr.  
Peter A.B. Widener, Jr.

Lucy Widener  
Lucy Widener

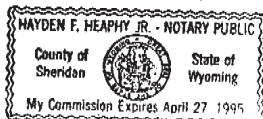
Peter A.B. Widener  
Peter A.B. Widener

STATE OF WYOMING )  
: ss.  
County of Sheridan )

The foregoing instrument was acknowledged before me by

Peter A.B. Widener  
this 16th day of August, 1994.

Witness my hand and official seal.



Hayden F. Heaphy Jr.  
Notary Public

My Commission Expires: \_\_\_\_\_.

STATE OF WYOMING )  
: ss.  
County of Sheridan )

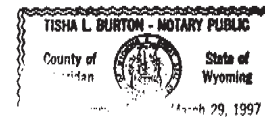
The foregoing instrument was acknowledged before me by

Lucy Widener  
this 16th day of August, 1994.

Witness my hand and official seal.

Tisha L. Burton  
Notary Public

My Commission Expires: MARCH 29 1997.



STATE OF WYOMING )  
                          )     22  
                          )     ss.  
County of Sheridan )

The foregoing instrument was acknowledged before me by

this Peter A. B. Johnson  
21 day of March, 1997.

Witness my hand and official seal.



Charlene Thurston  
Notary Public

My Commission Expires: June 15, 1998.

**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 NE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 20, and the SE $\frac{1}{4}$ SW $\frac{1}{4}$ , WEST $\frac{1}{2}$ SE $\frac{1}{4}$ , and NE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 17, Township 55 North, Range 85 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 northwest corner of said Section 20; thence S64°14'18"E, 1504.59 feet to the POINT OF BEGINNING of the herein described easement, said point lying on the east right of way line of the Big Goose Canyon County Road; thence along said centerline through a curve to the left, having a radius of 2500.00 feet, a central angle of 07°05'09", an arc length of 309.17 feet, a chord bearing of N58°01'11"E, and a chord length of 308.98 feet to a point; thence N54°28'37"E, 1370.47 feet along said centerline to a point; thence along said centerline through a curve to the left, having a radius of 2500.00 feet, a central angle of 06°00'00", an arc length of 261.80 feet, a chord bearing of N51°28'37"E, and a chord length of 261.68 feet to a point; thence N48°28'37"E, 607.54 feet along said centerline to a point; thence along said centerline through a curve to the left, having a radius of 2500.00 feet, a central angle of 6°30'00", an arc length of 283.62 feet, a chord bearing of N45°13'37"E, and a chord length of 283.46 feet to a point; thence N41°58'37"E, 896.17 feet along said centerline to a point; thence along said centerline through a curve to the right, having a radius of 2500.00 feet, a central angle of 54°36'28", an arc length of 244.69 feet, a chord bearing of N44°46'51"E, and a chord length of 244.59 feet to a point; thence N47°35'05"E, 1092.15 feet along said centerline to the POINT OF TERMINUS of the herein described easement, said point lying on the north line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 17 and being N89°58'20"W, 129.90 feet from the east quarter corner of said Section 17.

The above described easement contains 3.489 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 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.

Said temporary construction easement contains 5.815 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).