

WATER LINE EASEMENT

This easement is entered into between Peter A. B. Widener, Jr. and Lucy Widener ("Grantor"), whose address is 568 Beaver Creek Road, Sheridan, WY 82801 and Sheridan Area Water Supply Joint Powers Board (SAWSJPB) whose address is 224 South Main Street, Suite B8, Sheridan, WY 82801 and the City of Sheridan ("City") whose address is Box 848, Sheridan, WY 82801. SAWSJPB and City are hereafter collectively referred to as "Grantee."

Grantor grants to Grantee an easement to survey, design, construct, install, inspect, operate, maintain, tap, repair and replace one (1) underground water line not to exceed twenty (20) inches in diameter and associated service lines and air vents over and across the real property described on attached Exhibits A and B.

This easement is subject to the following terms and conditions.

1. Duration. This easement shall be perpetual; provided, however, if Grantee ceases to use the pipeline to transport water for a period of two consecutive years, then this easement shall terminate, and Grantee shall have no further rights hereunder, and Grantee shall file a release of this easement in the Office of the County Clerk of Sheridan County, Wyoming; provided, however, the pipeline will be consider to be in use if Grantee, while not actually conveying water, designates the pipeline as a redundant or backup means of conveying water by written notice to Grantor.

2. Reclamation. Grantee will fill and compact the trenches in a good and workmanlike manner and restore the area disturbed by Grantee to its approximate original contour and drainage. Grantee will monitor trench settlement following construction and, if settling occurs in any excavation, Grantee will promptly fill and compact the area to eliminate the settling. Grantee will save and replace topsoil to its approximate existing depth. Grantee will keep the topsoil separate from subsoil wherever there is any disturbance, and Grantee will spread the topsoil over the subsoil. Grantee will remove rock sized two (2) inches or larger from the topsoil prior to or during replacement of the topsoil. All rock removed from the property will be stockpiled at a location specified by Grantor and agreed upon by the Project Engineer, which agreement will not be unreasonably withheld. Grantee will prepare the disturbed area for seeding, and Grantor will be responsible for reseeding and weed control on the area disturbed by the initial construction. If Grantee disturbs the easement area after initial construction is completed, Grantee shall be responsible for reclaiming and reseeding such disturbed area. If Grantee damages any driveways or roadways, Grantee will repair promptly the driveways and roadways with crushed base material as specified in the Construction Specifications for the initial construction of this water line.

3. Operations on the Easement. Except for temporary construction fencing to protect Grantor's livestock as provided herein, Grantee may not fence the easement area. Grantee will not allow any trench or ditch on the easement area to remain open for more than 24 hours and, when such trench or ditch is open, shall take all necessary precautions to prevent Grantor's livestock from escaping from their pasture or being injured by such open trench or ditch including installing temporary construction fencing to protect livestock at locations specified by Grantor. Grantee will not disrupt Grantor's use of or cause damage to the existing 8 inch irrigation line near the west entrance of Grantor's property. Grantee will repair or replace all irrigation lines damaged during construction within one day of the date the damage occurs. Grantee will repair any fences, irrigation lines, pipes, ditches, electrical wires, and other facilities damaged by Grantee with the same size and type of materials.

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4. Access to Easement. Grantee shall access the easement along the easement unless otherwise agreed in writing by Grantor.
5. Debris. Grantee will not allow any debris to be discarded on the easement, and Grantee will be responsible to clean up debris along the easement for which Grantee or Grantee's invitees are responsible.
6. Buried Lines. The pipeline shall be buried at least 48 inches between the surface of the ground and the top of the pipe. Grantee shall place no above ground facilities on the easement area.
7. Nonexclusive Use. This easement is nonexclusive and shall not preclude Grantor from using the easement area or from granting the right to other persons and parties to use the easement area provided that such use will not unreasonably interfere with Grantee's use of the easement area and will not cause Grantee to be in violation of any federal, state or local rule, regulation or law.
8. No Warranty. Grantor does not warrant title to the property, and this easement is granted subject to all existing rights of record.
9. Consideration. The consideration paid by Grantee to Grantor upon the execution of this agreement is merely for the purpose of securing the easement. Grantee shall fully reimburse Grantor for any and all damages, losses and costs sustained by Grantor as a result of the construction, maintenance, repair, removal or replacement of the pipeline.
10. Indemnification and Release. Grantee will be responsible for all damages caused by Grantee or Grantee's invitees. To the maximum extent permitted by law, Grantee shall indemnify, defend, and hold harmless Grantor and Grantor's officers, employees and agents from any and all claims, demands, or causes of action arising out of the use of the easement area by Grantee or Grantee's invitees or out of the granting of this easement. To the maximum extent permitted by law, Grantee releases Grantor, its employees and agents from any and all liability for damages arising out of Grantee's use of the easement area. Notwithstanding the foregoing, Grantee does not waive any right, claim, defense or protection under and pursuant to the Wyoming Governmental Claims Act; provided, however, immunity in an action based on this contract filed by the Grantor is waived.
11. Prohibited Activities. None of Grantee's employees, authorized agents, invitees, or any other person under the direction or control of Grantee shall be permitted to carry firearms or any weapon while on the easement area or shall be permitted to bring dogs on the easement area. No hunting, camping, or open fires shall be permitted on the easement. No explosives shall be used on the easement. Grantee will notify all of its contractors, agents, employees, and invitees that no dogs, firearms, weapons, hunting, camping, or open fires are permitted on the easement.
12. Connection to Water Line. Grantee will allow Grantor to connect to the water line placed in this easement provided that Grantor pays all applicable fees. Upon connection of a service line to such taps all metered connections will be subject to Grantee's Rule and Regulations regarding plant investment fees, tap fees and the like. At the time of this agreement, PVC materials are specified in the design for the water line. If the water line materials are altered to allow steel, then Grantee will install a 6-inch tee with blind flange within the easement at a location approved by Grantee and Grantor, which approval will not be unreasonably withheld. Such a 6-inch tee and

blind flange will be owned by Grantee and may be used in the future to deliver water to multiple property owners. All required tap fees, permits and approvals will be obtained prior to connection or purveyance of water from this tee.

13. Unused Water Mains. Any easements for unused water mains of Grantee will be abandoned within two years after the construction warranty period for the twenty (20) inch line to be installed in this easement, and Grantee will file with the County Clerk of Sheridan County, Wyoming recordable documents releasing such easements.. The water line easements across Grantor's property that shall remain effective will be the existing 30 inch raw water line, the existing 20 inch raw water line, the new 20 inch water line to be installed in this easement, and any service lines and mains serving other customers that are connected to such lines.

14. As Built Drawings. Grantee shall provide to Grantor an accurate copy of the as-constructed plan drawings for the pipeline within the premises of the easement as crossing Grantor's lands.

15. Binding Effect. This agreement is binding upon the successors and assigns of the parties.

Dated this 19 day of December, 2005

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

Lucy Widener
Lucy Widener

Sheridan Area Water Supply Joint Powers Board

By: F. J. Dixon
Title: Chairman

City of Sheridan

By: [Signature]
Title: Mayor

STATE OF Wyoming)
COUNTY OF Sheridan) ss.

The foregoing instrument was acknowledged before me this 19th day of December, 2005 by Peter A. B. Widener, Jr. And Lucy Widener. WITNESS my hand and official seal.

Don C. Conner
Notary Public
My Commission Expires: Nov. 26, 2009

STATE OF Wyoming)
COUNTY OF Sheridan) ss.

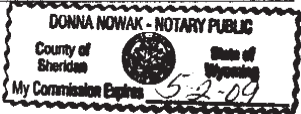
The foregoing instrument was acknowledged before me this 16th day of December, 2005 by Ky Dixon the Chairman of Sheridan Area Water Supply Joint Powers Board. WITNESS my hand and official seal.



Carla I. Raymond
Notary Public
My Commission Expires: April 22, 2007

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this 16th day of December, 2005 by _____ the Mayor of the City of Sheridan. WITNESS my hand and official seal.



Donna Nowak
Notary Public
My Commission Expires: 5-2-09

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 SE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, Section 17, and NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 20, 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 being more particularly described as follows:

Commencing at the southwest corner of said Section 17; thence S62°03'10"E, 1500.02 feet to the **POINT OF BEGINNING** of the herein described easement, said point lying on the west line of a tract of land described in Book 412 of Deeds, Page 691; thence N57°41'56"E, 98.92 feet along said centerline to a point; thence N12°41'56"E, 89.54 feet along said centerline to a point; thence N35°11'56"E, 49.71 feet along said centerline to a point; thence, along said centerline through a curve to the right having a radius of 859.00 feet, a central angle of 06°25'55", an arc length of 96.43 feet, a chord bearing of N38°24'54"E, and a chord length of 96.38 feet to a point; thence N41°37'51"E, 1612.28 feet along said centerline to a point; thence, along said centerline through a curve to the right having a radius of 859.00 feet, a central angle of 04°41'39", an arc length of 70.38 feet, a chord bearing of N43°58'40"E, and a chord length of 70.36 feet to a point; thence N46°19'30"E, 123.21 feet along said centerline to a point; thence, along said centerline through a curve to the left having a radius of 859.00 feet, a central angle of 06°36'45", an arc length of 99.14 feet, a chord bearing of N43°01'08"E, and a chord length of 99.08 feet to a point; thence N39°42'45"E, 448.63 feet along said centerline to a point; thence N41°39'32"E, 420.91 feet along said centerline to a point; thence N30°24'34"E, 1083.57 feet along said centerline to a point; thence N42°35'50"E, 118.88 feet along said centerline to a point, said point lying on the north line of said tract described in Book 412 of Deeds, Page 691; thence N42°35'50"E, 29.76 feet along said centerline to a point, said point lying on the south right-of-way line of Nelson Lane, Mountains and Meadows Subdivision to Sheridan County, Wyoming; thence N42°35'50"E, 33.43 feet along said centerline to **THE POINT OF TERMINUS** of said easement lying on the south line of Tract A of said Mountains and Meadows Subdivision, said point being N87°52'32"W, 1270.66 feet from east quarter corner of said Section 17.

The above described perpetual easement contains 3.01 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 (20) feet wide, the northerly line of said strip being the southerly line of said perpetual thirty (30) foot easement, and also a strip of land thirty (30) feet wide, the southerly line of said strip being the northerly line of said perpetual thirty (30) foot easement.

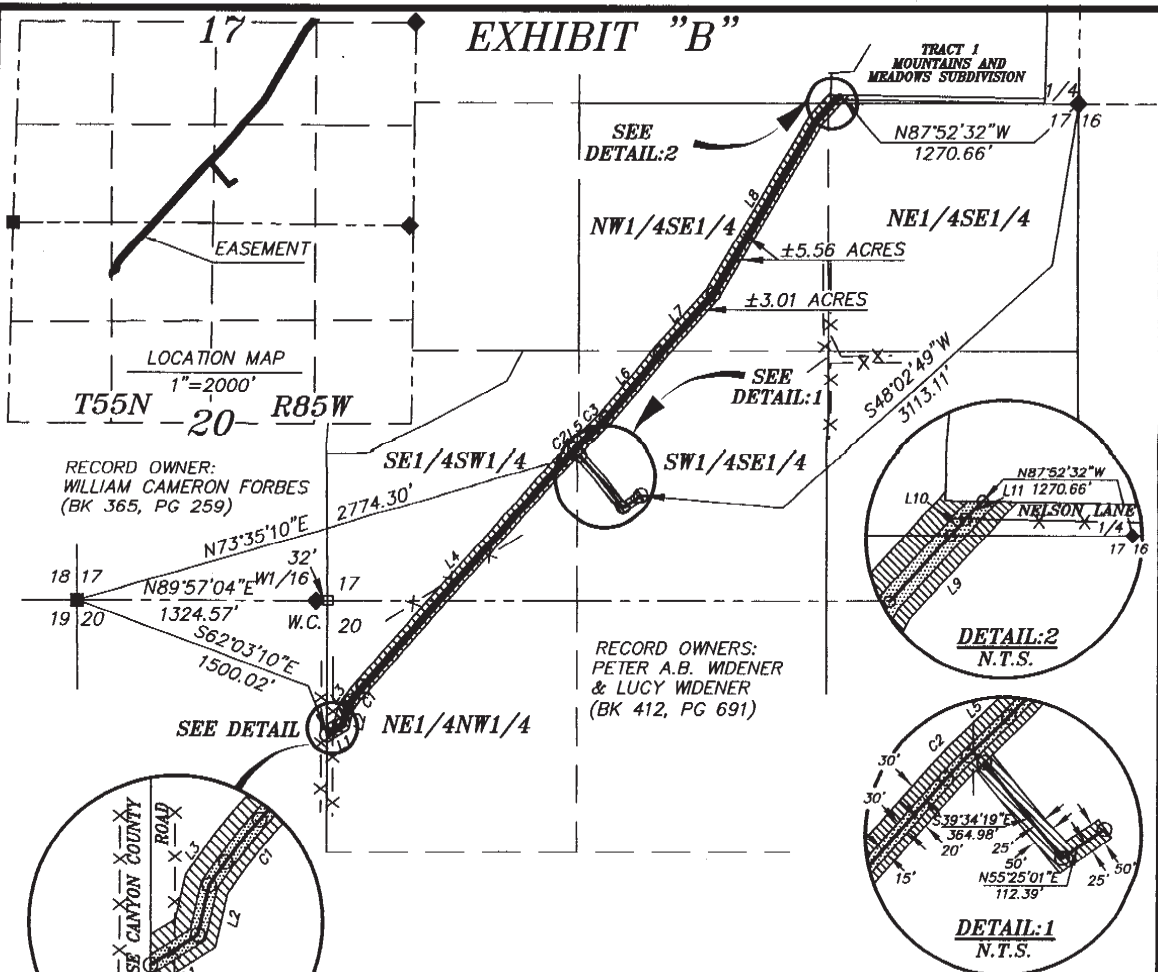
Also, a temporary construction easement fifty (50) feet wide, being twenty-five (25) feet each side of the following described centerline situated in the SW $\frac{1}{4}$ SE $\frac{1}{4}$ and SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 17, Township 55 North, Range 85 West, 6th P.M., Sheridan County, Wyoming, as shown on **EXHIBIT "B"** attached hereto and by this reference made a part hereof; said centerline being more particularly described as follows:

Commencing at the southwest corner of said Section 17, thence N73°35'10"E, 2774.30 feet to the **POINT OF BEGINNING** of the herein described easement, said point lying on the south line of above described twenty (20) foot construction easement, thence S39°34'19"E, 364.98 feet along said centerline to a point, thence N55°25'01"E, 112.39 feet along said centerline to **THE POINT OF TERMINUS** of said easement, said point being S48°02'49"W, 3113.11 feet from the east quarter corner of said Section 17.

Said temporary construction easements contain 5.56 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"



CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	6°25'55"	859.00'	96.43'	S38°24'54"W	96.38'
C2	4°41'39"	859.00'	70.38'	S43°58'41"W	70.36'
C3	6°36'45"	859.00'	99.14'	N43°01'08"E	99.08'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N57°41'56"E	98.92'
L2	N12°41'56"E	89.54'
L3	N35°11'56"E	49.71'
L4	N41°37'51"E	1612.28'
L5	N46°19'30"E	123.21'
L6	N39°42'45"E	448.63'
L7	N41°39'32"E	420.91'
L8	N30°24'34"E	1083.57'
L9	N42°35'50"E	118.88'
L10	N42°35'50"E	29.76'
L11	N42°35'50"E	33.43'

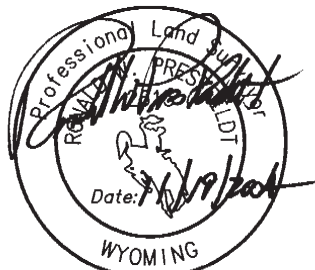
LEGEND:

- FOUND 3" BRASS CAP PER PLS 2615
- ◆ FOUND 1-1/2" ALUMINUM CAP PER PLS 2615
- CALCULATED, NOTHING FOUND/NOTHING SET
- (R) RECORD
- (M) MEASURED
- SECTION LINE
- INTERIOR SECTION LINE
- PROPERTY LINE
- EASEMENT CENTERLINE
- 30' WATERLINE EASEMENT
- TEMPORARY CONSTRUCTION EASEMENT

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 STATE THAT THIS PLAT REPRESENTS THE RESULTS OF A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION.



"PLAT IS VALID ONLY IF PRINT HAS ORIGINAL SIGNATURE OF SURVEYOR SIGNED AND DATED"

R PRESTFELDT
SURVEYING

PO BOX 3082 307-672-7415
SHERIDAN, WY 82801 FAX 674-5000

SCALE: 1"=800'
DATUM: NAD 83(1993)
PAF: 1.00025
BASIS OF BEARING IS
WYOMING STATE PLANE (EAST CENTRAL ZONE)

EXHIBIT "B"

EASEMENT
FOR 20" WATER LINE

CLIENT: HKM ENGINEERING
LOCATION: SE1/4SW1/4, SE1/4, S1/2NE1/4,
SECTION 17, & NE1/4NW1/4, SECTION 20,
T 55 N, R 85 W, 6TH P.M.,
SHERIDAN COUNTY, WYOMING.

JN: 2003035
DF: SAWP\HKM-2004\
2003035E06
NOVEMBER 19, 2004