

WATER AND SEWER LINE EASEMENT RIGHT OF WAY

This easement is entered into between Sheridan Heights Ranch, LLC and System Land, LLC (collectively "Grantor"), whose address is 13 Cemetery Road, Sheridan, WY 82801 and City of Sheridan ("Grantee"), whose address is 55 Grinnell Plaza, Sheridan, WY 82801.

Grantor grants to Grantee an easement and dedicated right-of-way to survey, design, construct, install, inspect, operate, maintain, tap, repair and replace underground water lines and underground sewer lines over, across and under the following described property situate in Sheridan County, Wyoming:

SEE ATTACHED EXHIBIT A

This easement is subject to the following terms and conditions.

1. Duration. This easement shall be perpetual.
2. Operations on the Easement. Grantee, its employees, agents, contractors, invitees and assigns may enter upon and use the property for the purposes of this easement, including, without limitation operating machinery on the property.
3. Reclamation. Within six (6) months after the disturbance, weather permitting, Grantee will reclaim and restore to its original condition, as near as possible, all areas disturbed by Grantee, and will repair any trench settlement. Topsoil will be kept separate from subsoil wherever there is any disturbance, and topsoil will be spread back over the subsoil. Grantee will control erosion on the easement area. This obligation to reclaim and restore shall apply each time the easement area is disturbed by Grantee's operations.
4. 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.
5. Buried Lines. Grantee shall bury all lines at least 48 inches between the surface of the ground and the top of the pipe.
6. 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, however, such use will not unreasonably interfere with Grantee's use of the easement area.
7. Binding Effect. This agreement is binding upon the successors and assigns of the parties and shall run with the land.
8. Indemnification. Grantee shall indemnify and hold Grantor harmless from any legal actions or claims of any form that involve the easement and right of way conveyed by Grantor to Grantee herein, unless they are the sole result of Grantor's gross negligence. Notwithstanding the foregoing, Grantee does not waive any right it may claim with respect to the Wyoming Government Claims Act.

635565 EASEMENT
BOOK 504 PAGE 0333
RECORDED 03/19/2009 AT 01:30 PM
AUDREY KOLTISKA, SHERIDAN COUNTY CLERK

Dated this 12 day of March, 2009.

System Land, LLC

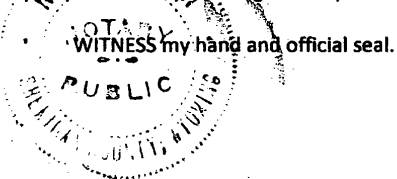
By: VeeAnn Woody
Title: Agent

Sheridan Heights Ranch, LLC

By: VeeAnn Woody
Title: Agent

STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

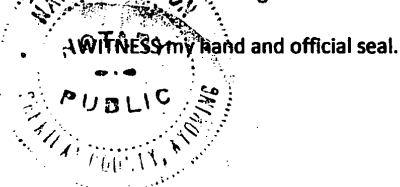
The foregoing instrument was acknowledged before me this 12th day of March, 2009
by VeeAnn Woody as an Agent of System Land, LLC.



Nancy Nelson
Notary Public
My commission expires: August 14, 2009

STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this 12th day of March, 2009
by VeeAnn Woody as an Agent of Sheridan Heights Ranch, LLC.



Nancy Nelson
Notary Public
My commission expires: August 14, 2009

EXHIBIT "A"

Record Owner: Sheridan Heights Ranch, LLC
December 16, 2008

Re: Water Line Easement to the City of Sheridan, Sheridan County, Wyoming

A perpetual waterline easement being a tract of land situated in the N½SE¼ and NE¼SW¼ of Section 20, Township 56 North, Range 84 West, 6th P.M., Sheridan County, Wyoming; as shown on **EXHIBIT "B"** attached hereto and by this reference made a part hereof; said easement being more particularly described as follows:

Commencing at the southwest quarter corner of said Section 20 (Monumented with a 4" Military Monument No. 40 brass cap); thence N45°39'10"E, 1869.60 feet to the **POINT OF BEGINNING** of said easement, said point being the southwest corner of said NE¼SW¼; thence N00°25'43"W, 28.43 feet along the west line of said NE¼SW¼ to a point; thence S89°41'14"E, 381.15 feet to a point; thence S88°20'37"E, 906.75 feet to a point; thence S89°28'15"E, 1066.61 feet to a point; thence S89°13'09"E, 1108.42 feet to a point; thence S87°54'25"E, 306.31 feet to a point; thence S88°59'16"E, 268.75 feet to a point; thence Due South, 45.43 feet to a point, said point lying on the south line of said N½SE¼; thence N88°46'36"W, 2690.68 feet along said south line of the N½SE¼ to a point, said point being the southeast corner of said NE¼SW¼; thence N88°46'40"W, 382.41 feet along the south line of said NE¼SW¼ to a point, said point being S59°10'56"E, 2703.29 feet from the west quarter corner of said Section 20; thence N88°46'40"W, 964.85 feet along said south of said NE¼SW¼ to the **POINT OF BEGINNING** of said easement.

In addition, a temporary construction easement will be required, as shown on **EXHIBIT "B"** being a strip of land fifty (50) feet wide; the northerly line of said perpetual waterline easement being the southerly line of said fifty (50) feet wide strip. Lengthening or shortening the side lines of said temporary construction easement to intersect said boundary lines.

Said perpetual water line easement contains **3.50 acres**, more or less, and is subject to any right-of-way and/or easements, reservations and encumbrances which have been legally acquired.

Said temporary construction easement contains **4.65 acres**, more or less, and will become null and void at the time that the project contractor's one year contractual warranty expires.

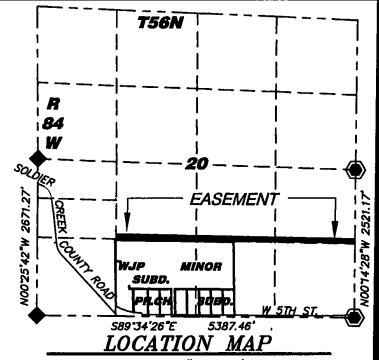
Basis of Bearings is the Wyoming Coordinate System NAD 1983, East Central Zone.

EXHIBIT "B"

LEGEND

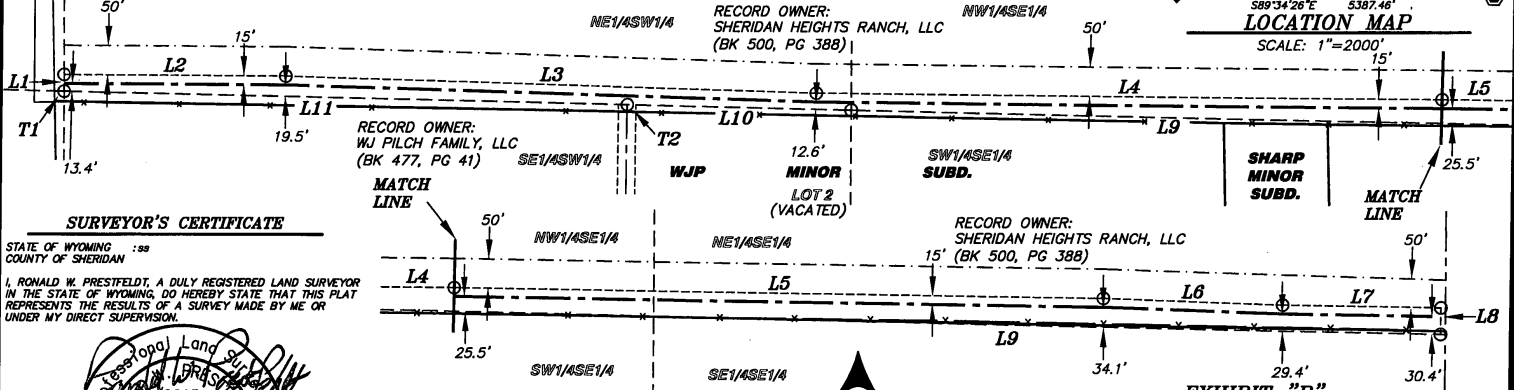
- ◆ FOUND MILITARY MONUMENT
- FOUND 1-1/2" ALUMINUM CAP PER PE & LS 537
- FOUND 3-1/4" ALUMINUM CAP PER LS 2615
- FOUND 3-1/4" ALUMINUM CAP PER PE & LS 3864
- NOTHING FOUND/SET/CALCULATED POSITION
- CENTERLINE PERPETUAL WATER LINE EASEMENT
- PERPETUAL WATER LINE ROW
- TEMPORARY CONSTRUCTION LINE ROW
- SECTION LINE
- INTERIOR SECTION LINE
- X- FENCE LINE
- PROPERTY LINE (MILITARY MON/PILCH SUBD.)

LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°25'43"W	28.43'
L2	S89°41'14"E	381.15'
L3	S88°20'37"E	908.75'
L4	S89°28'15"E	1066.61'
L5	S89°13'09"E	1108.42'
L6	S87°54'25"E	306.31'
L7	S88°59'16"E	268.75'
L8	S00°00'00"E	45.43'
L9	N88°46'26"W	2690.68'
L10	N88°46'40"W	382.41'
L11	N88°46'40"W	964.85'



LOCATION MAP

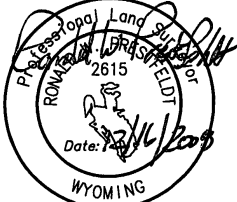
SCALE: 1"=2000'



SURVEYOR'S CERTIFICATE

STATE OF WYOMING : 88
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"

FROM SW CORNER OF SECTION 20

TIE TABLE		
LINE	BEARING	LENGTH
T1	N45°39'10"E	1869.60'

FROM W1/4 CORNER OF SECTION 20

TIE TABLE		
LINE	BEARING	LENGTH
T2	S59°10'56"E	2703.29'



SCALE: 1"=200'

BASIS OF BEARINGS IS THE WYOMING COORDINATE SYSTEM NAD 1983, EAST CENTRAL ZONE
DATUM ADJUSTMENT FACTOR (DAF): 1.000235

EXHIBIT "B"

30' WATER LINE EASEMENT

CLIENT: HKM ASSOCIATES
LOCATION: N1/2SE1/4 AND NE1/4SW1/4 SECTION 20, T56N, R84W, 6TH P.M., SHERIDAN COUNTY, WYOMING.

PO BOX 3082
SHERIDAN, WY 82801
307-672-7415
FAX 874-5000

PRESTFELDT
SURVEYING

UN: 28006
DN: 20080060
TAB: SL-3
DECEMBER 16, 2008