

EASEMENT

Deed made this 31 day of October, 1994, by and between Sara Jane Ary, of Sheridan County, Wyoming, hereinafter referred to as "Grantor", and the UNITED STATES OF AMERICA, CITY OF SHERIDAN, WYOMING, AND SHERIDAN AREA WATER SUPPLY JOINT POWERS BOARD, hereinafter referred to as "Grantees".

For and in consideration of ONE AND 00/100 Dollars (\$1.00), 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 EXHIBITS "A" AND "B"

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 agree to stockpile all existing topsoil prior to any excavation being performed, to reshape and restore the property to the original contours after installation of the water line, and to replace the topsoil after installation of the water line to the same depth as the original condition. Furthermore, Grantees shall repair all fences disturbed during construction. These same requirements of Grantees shall apply for any future disturbance due to any operation, maintenance and replacement activities of Grantees.

Grantor agrees to be responsible for all reseeding, spraying of weeds, and reclamation of the areas disturbed during construction by Grantees' contractor, and is being compensated for said responsibilities in the consideration being provided by Grantees for said easement and right-of-way. In the event of future disturbance to Grantor's lands as a result of Grantees'

operation, maintenance and replacement activities, Grantees agree

to pay for all reasonable costs for labor and materials necessary
AND PAY FOR LOSS OF ANY CROP, HAY AND GRASS LOSSES
to reseed, restore, and reclaim those areas disturbed.

Grantor will move any and all livestock off of Grantor's
property during construction.

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.

Sara Jane Ary
Sara Jane Ary

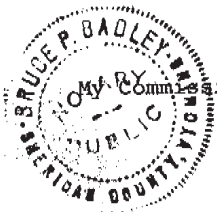
STATE OF WYOMING)
 : ss.
County of Sheridan)

The foregoing instrument was acknowledged before me by

SARA JANE ARY
this 1 day of November, 1994.

Witness my hand and official seal.

W. B. Bailey
Notary Public



My Commission Expires: November 24, 1997

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 SW¹/₄SE¹/₄ of Section 9, 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 south quarter corner of said Section 9; thence N02°35'32"E, 660.00 feet to the POINT OF BEGINNING of the herein described easement, said point lying on the east right of way line of Beckton Hall County Road; thence N62°05'05"E, 188.33 feet along said centerline to a point; thence N78°35'05"E, 337.09 feet along said centerline to the POINT OF TERMINUS of said easement, said point lying on the west line of a tract of land described in Book 257 of Deeds, Page 50 and being N69°13'30"W, 2260.19 feet from said southeast corner of said Section 9.

Said perpetual water line easements contain 0.362 acres, more or less, and are 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 southerly line of said strip being the northerly line of said perpetual thirty (30) foot wide easement, and also a strip of land twenty five (25) feet wide, the northerly line of said strip being the southerly line of said perpetual thirty (30) foot wide easement.

Said temporary construction easements contain 0.603 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).

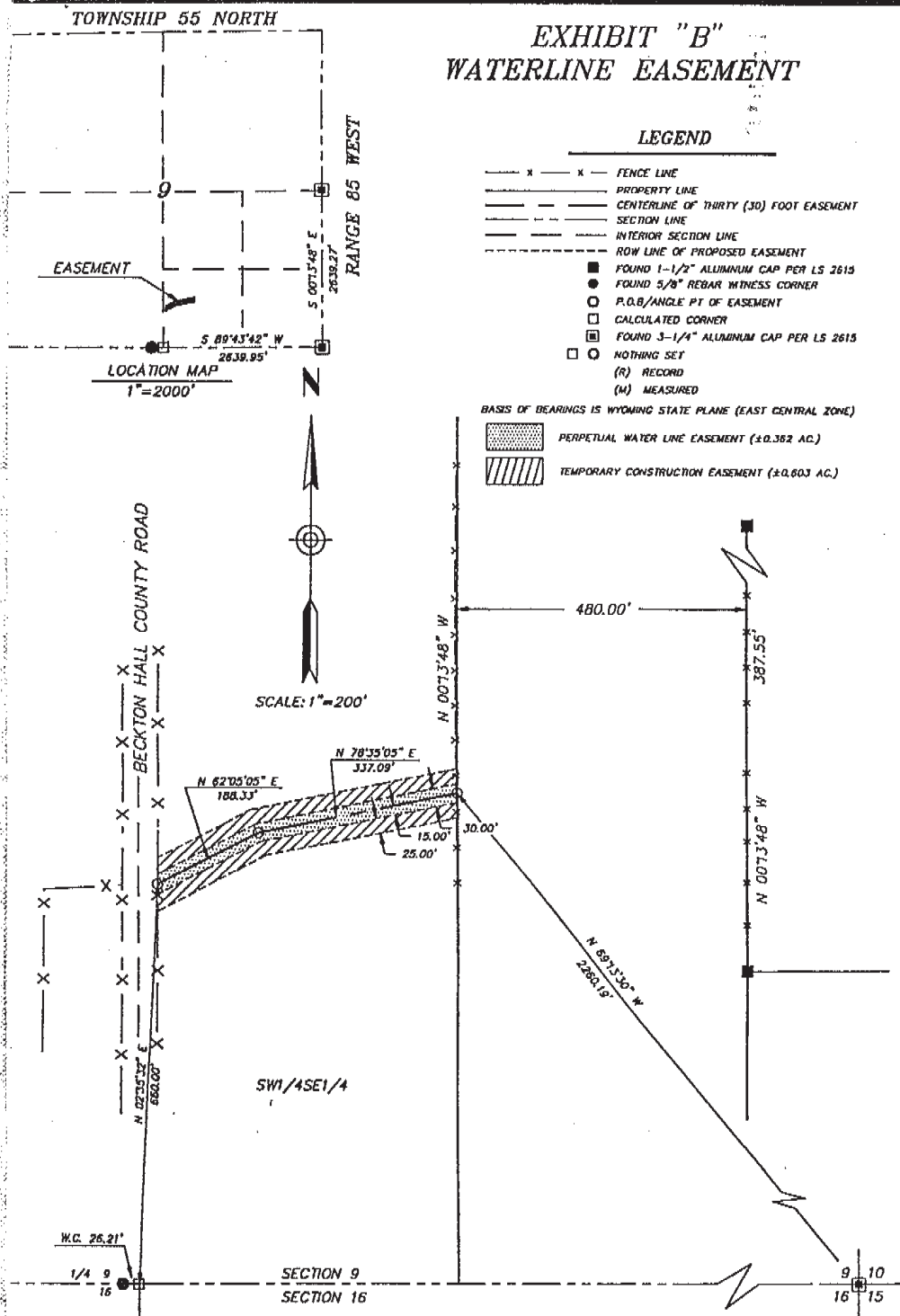
EXHIBIT "B" WATERLINE EASEMENT

LEGEND

- x — x — FENCE LINE
- — — — — PROPERTY LINE
- — — — — CENTERLINE OF THIRTY (30) FOOT EASEMENT
- — — — — SECTION LINE
- — — — — INTERIOR SECTION LINE
- — — — — ROW LINE OF PROPOSED EASEMENT
- FOUND 1-1/2" ALUMINUM CAP PER LS 2615
- FOUND 5/8" REBAR WITNESS CORNER
- P.O.B./ANGLE PT. OF EASEMENT
- CALCULATED CORNER
- FOUND 3-1/4" ALUMINUM CAP PER LS 2615
- ○ NOTHING SET
- (R) RECORD
- (M) MEASURED

BASIS OF BEARINGS IS WYOMING STATE PLANE (EAST CENTRAL ZONE)

 PERPETUAL WATER LINE EASEMENT (±0.362 AC.)

 TEMPORARY CONSTRUCTION EASEMENT (±0.603 AC.)


SURVEYOR'S CERTIFICATE

STATE OF WYOMING :ss
COUNTY OF SHERIDAN

RONALD W. PRESTFELDT A DULY REGISTERED LAND SURVEYOR IN THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THIS PLAT TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION.

RONALD W. PRESTFELDT WY L.S. 2615



PRESTFELDT
SURVEYING

PO BOX 3082
SHERIDAN, WY 82801
307-672-7415
FAX 674-5000
JN: 93040
DF: SAMP\HKM\BCE08
REVISED - AUGUST, 1994

EASEMENT

Deed made this 31 day of October, 1994, by and between Vinnie Leach Bassett, of Sheridan County, Wyoming, hereinafter referred to as "Grantor", and the UNITED STATES OF AMERICA, CITY OF SHERIDAN, WYOMING, AND SHERIDAN AREA WATER SUPPLY JOINT POWERS BOARD, hereinafter referred to as "Grantees".

For and in consideration of One And 00/100 Dollars (\$1.00), 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 EXHIBITS "A" AND "B"

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 agree to stockpile all existing topsoil prior to any excavation being performed, to reshape and restore the property to the original contours after installation of the water line, and to replace the topsoil after installation of the water line to the same depth as the original condition. Furthermore, Grantees shall repair all fences disturbed during construction. These same requirements of Grantees shall apply for any future disturbance due to any operation, maintenance and replacement activities of Grantees.

Grantor agrees to be responsible for all reseeding, spraying of weeds, and reclamation of the areas disturbed during construction by Grantees' contractor, and is being compensated for said responsibilities in the consideration being provided by Grantees for said easement and right-of-way. In the event of future disturbance to Grantor's lands as a result of Grantees'

operation, maintenance and replacement activities, Grantees agree

to pay for all reasonable costs for labor and materials necessary

AND PAY FOR LOSS OF ANY CROP, HAY AND GRASS LOSS BY
to reseed, restore, and reclaim those areas disturbed.

Grantor will move any and all livestock off of Grantor's property during construction.

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.

Vinnie Leach Bassett
Vinnie Leach Bassett

STATE OF WYOMING)
 : ss.
County of Sheridan)

The foregoing instrument was acknowledged before me by

VINNIE LEACH BASSETT
this 120 day of November, 1997.

Witness my hand and official seal.

Er P. Bradley
Notary Public

My Commission Expires November 23, 1998

My Commission Expires: _____

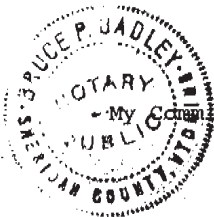


EXHIBIT "A"

A perpetual water line easement thirty (30) feet wide, being fifteen (15) feet each side of the following described centerline situated in the SW¼SE¼ of Section 9, 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 southeast corner of said Section 9; thence N69°13'30"W, 2260.19 feet to the POINT OF BEGINNING of the herein described easement, said point lying on the east line of a tract of land described in Book 324 of Deeds, Page 559; thence N78°35'05"E, 489.29 feet along said centerline to the POINT OF TERMINUS of said easement, said point lying on the east line of a tract of land described in Book 257 of Deeds, Page 50, and being N61°11'17"W, 1864.42 feet from said southeast corner of Section 9.

The above described easement contains 0.337 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 southerly line of said strip being the northerly line of said perpetual thirty (30) foot wide easement, and also a strip of land twenty-five (25) feet wide, the northerly line of said strip being the southerly line of said perpetual thirty (30) foot wide easement.

Said temporary construction easement contains 0.562 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" WATERLINE EASEMENT

TOWNSHIP 66 NORTH

RANGE 85 WEST

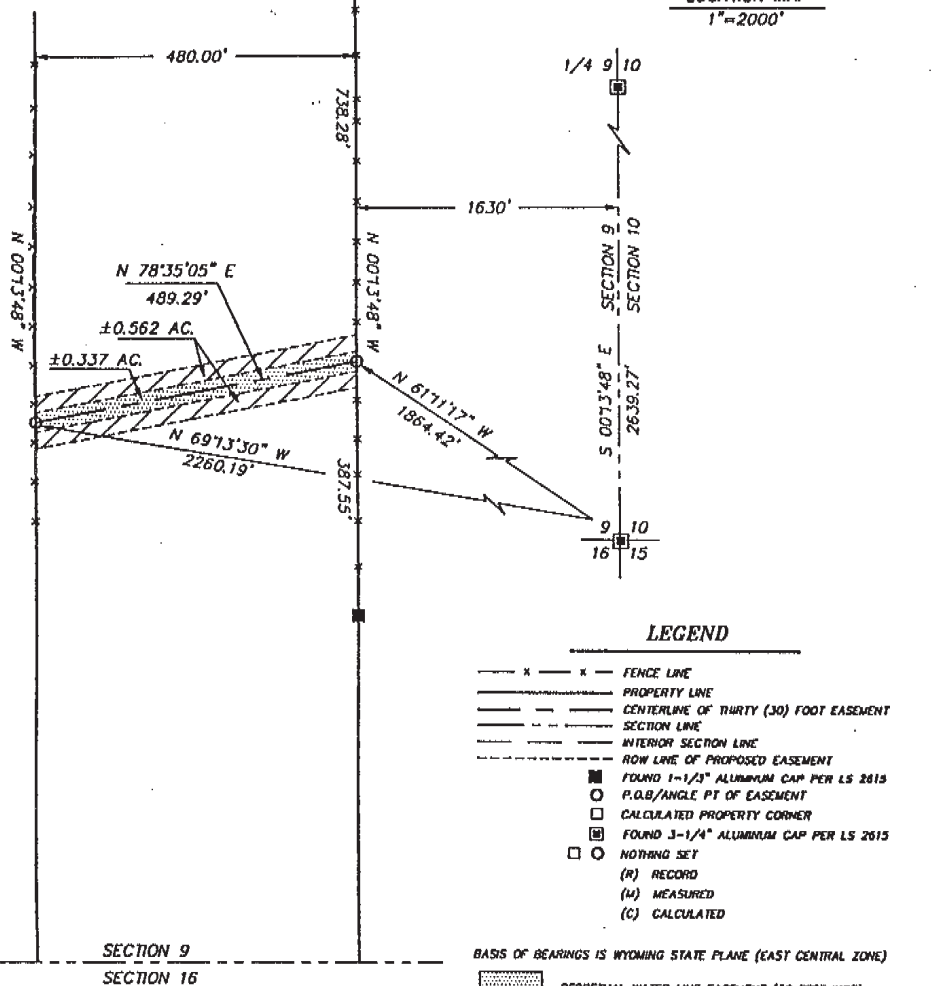
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EASEMENT

LOCATION MAP

1"=2000'

SCALE: 1"=200'



LEGEND

- x — x — FENCE LINE
- — — — — PROPERTY LINE
- — — — — CENTERLINE OF THIRTY (30) FOOT EASEMENT
- — — — — SECTION LINE
- — — — — INTERIOR SECTION LINE
- — — — — ROW LINE OF PROPOSED EASEMENT
- FOUND 1-1/3" ALUMINUM CAP PER LS 2615
- P.O.B./ANGLE PT OF EASEMENT
- CALCULATED PROPERTY CORNER
- FOUND 3-1/4" ALUMINUM CAP PER LS 2615
- NOTHING SET
- (R) RECORD
- (M) MEASURED
- (C) CALCULATED

BASIS OF BEARINGS IS WYOMING STATE PLANE (EAST CENTRAL ZONE)



PERPETUAL WATER LINE EASEMENT (30 FEET WIDE)

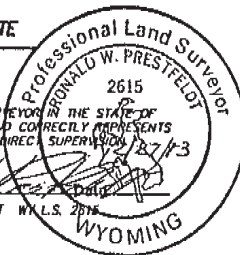
TEMPORARY CONSTRUCTION EASEMENT (25 FEET WIDE TYPICAL)

SURVEYOR'S CERTIFICATE

STATE OF WYOMING
COUNTY OF SHERIDAN

I, RONALD W. PRESTFELDT, A DULY REGISTERED LAND SURVEYOR IN THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THIS PLAT TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION.

RONALD W. PRESTFELDT WY L.S. 2615



PREPARED BY: PRESTFELDT SURVEYING

P.O. BOX 3082

SHERIDAN, WY

307-672-7415

JN: 93040

DF: SAMP\HKM\BGE09

12/93