

WATER LINE EASEMENT

Deed made this 31 day of January, 2004⁵, by and between Jaynie K. Spell, of Sheridan County, hereinafter referred to as "Grantors", and the Sheridan Area Water Supply Joint Powers Board (SAWSJPB) and the City of Sheridan, Wyoming hereinafter referred to as "Grantee".

For and in consideration of good and valuable consideration receipt of which is acknowledged and subject to the terms and conditions set forth below, Grantors convey and warrant to Grantee an easement and right-of-way upon, across and under the following-described real property, described as:

SEE ATTACHED EXHIBITS "A" and "B"

Said easement is for Grantee, its employees, agents, contractors and assigns for entry upon and use of the premises described and shown on the exhibits for the purposes of surveying, designing, constructing, installing, inspecting, operating, maintaining, tapping, repairing, and replacing water lines, and appurtenances as may be necessary or convenient; including service lines and laterals. This includes the right to operate machinery upon this property for these purposes. This easement includes the right of ingress and egress upon and across real property of Grantor at reasonable places and routes for aforesaid purposes. 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. The use of this easement is not intended for other purposes.

Grantee agrees to restore the surface to as near as practical to the original contours, repair trench settlement, re-establish grass growth, repair fences and ditches crossed, maintain drainage, and repair any buried pipes, electrical wires or other improvements owned by the Grantor.

Grantor shall be held harmless from any legal actions or claims of any form that involve the easement conveyed by Grantor to Grantee, unless they are the result of the Grantor's sole negligence. Notwithstanding the above, the Grantee does not waive any rights it may claim with respect to the Wyoming Government Claims Act.

Permanent improvements that would hinder future access to the water line cannot be constructed over the easement, but otherwise land use may be similar to current use.

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

Jaymie Spell

STATE OF WYOMING)
COUNTY OF SHERIDAN) SS

The foregoing instrument was acknowledged before me by Jaymie Spell

this 31 day of January, 2007.5

Witness my hand and official seal.

Sandra B. Kerr
Notary Public

My Commission Expires: March 1, 2008

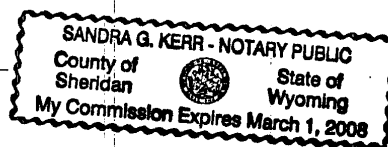


EXHIBIT "A" 380

A perpetual water line easement thirty (30) feet wide, being fifteen (15) feet each side of the following described centerline situated in the N½SE¼, Section 9, Township 55 North, Range 85 West, 6th P.M., Sheridan County, Wyoming; as shown as **EASEMENT 1** 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 N25°56'09"E, 2290.98 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 382 of Deeds, Page 220; thence N41°50'18"E, 395.63 feet along said centerline to a point; thence, N75°36'29"E, 537.23 feet along said centerline to a point; thence N73°59'56"E, 528.34 feet along said centerline to a point; thence N62°45'23"E, 11.88 feet along said centerline to **THE POINT OF TERMINUS** of said easement lying on the south right-of-way line of Big Goose County Road, said point being S87°59'55"W, 324.81 feet from the east quarter corner of said Section 9.

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 perpetual water line easement twenty (20) feet wide, being ten (10) feet each side of the following described centerline situated in the N½SE¼, Section 9, Township 55 North, Range 85 West, 6th P.M., Sheridan County, Wyoming; as shown as **EASEMENT 2** 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 N25°58'29"E, 2351.35 feet to the **POINT OF BEGINNING** of the herein described easement, said point lying on the westerly right-of-way line of *EASEMENT 1* described above; thence N48°09'42"W, 22.28 feet along said centerline to **THE POINT OF TERMINUS** of said easement; said point being N25°27'15"E, 2357.54 feet from said south quarter corner of said Section 9.

Also, a perpetual water line easement twenty (20) feet wide, being ten (10) feet each side of the following described centerline situated in the NW¼SE¼, Section 9, Township 55 North, Range 85 West, 6th P.M., Sheridan County, Wyoming; as shown as **EASEMENT 3** 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 N27°47'15"E, 2647.45 feet to the **POINT OF BEGINNING** of the herein described easement, said point lying on the westerly right-of-way line of *EASEMENT 1* described above; thence N48°34'09"W, 27.03 feet along said centerline to **THE POINT OF TERMINUS** of said easement; said point being N27°13'14"E, 2653.96 feet from said south quarter corner of said Section 9.

The above described perpetual easements contain 1.03 acres, more or less, and are subject to any rights-of-way and/or easements, reservations and encumbrances which have been legally acquired.

Said temporary construction easements contain 1.61 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).

LOCATION MAP

1"=3000'

SECTION 9 T55N R85W

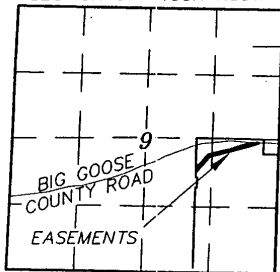
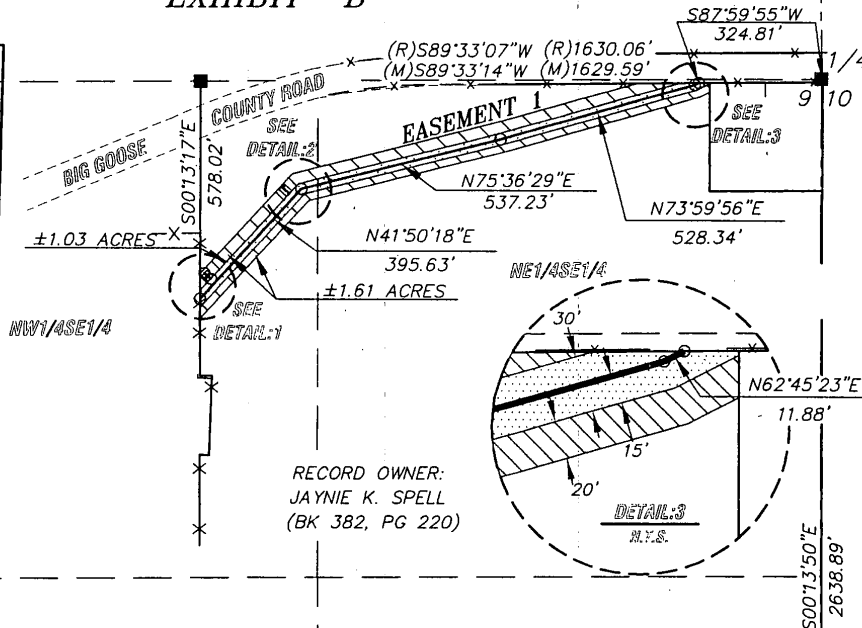


EXHIBIT "B"



SW1/4SE1/4

SE1/4SE1/4

TIE	BEARING	LENGTH
T1	N25°56'09"E	2290.98'
T2	N25°58'29"E	2351.35'
T3	N25°27'15"E	2357.54'
T4	N27°47'15"E	2647.45'
T5	N27°13'14"E	2653.96'

26.2'
1/4 9
W.C. 16

S89°44'16"W
2639.95'

9 10
16 15

LEGEND:

- FOUND 1-1/2" / 3-1/4" ALUMINUM CAP PER PLS 2615
- FOUND #5 REBAR
- CALCULATED, NOTHING FOUND/NOTHING SET
- (R) RECORD
- (M) MEASURED
- (C) CALCULATED
- W.C. WITNESS CORNER

- SECTION LINE
- INTERIOR SECTION LINE
- PROPERTY LINE
- x-x-x- FENCE LINE
- EASEMENT CENTERLINE



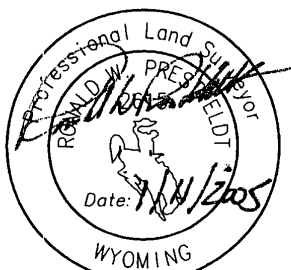
30' WATERLINE EASEMENT

TEMPORARY CONSTRUCTION EASEMENT

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



SCALE: 1"=400'
DATUM: NAD 83(1993), NAVD 88 (U.S. FEET)
PAF: 1.00025
BASIS OF BEARING IS
WYOMING STATE PLANE (EAST CENTRAL ZONE)

EXHIBIT "B"

EASEMENT FOR 20" WATER LINE

CLIENT: HKM ENGINEERING
LOCATION: N1/2SE1/4, SECTION 9
T 55 N, R 85 W, 6TH P.M.,
SHERIDAN COUNTY, WYOMING.

PRESTFELDT
SURVEYING

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

JN: 2003035
DF: SAWP\HKM-2004\
2003035E-SPELLS
JANUARY 04, 2005

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

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