

WATER LINE EASEMENT

Deed made this 15th day of August, 2005, by and between Robert T. Carson and Frances J. Carson, as Trustees, and to Successor Trustees, of the Robert T. Carson and Frances J. Carson Trust dated April 17, 1991, 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 "Grantees".

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 the property 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 Grantor 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.

Robert T. Carson
Robert T. Carson, Trustee

Frances J. Carson, Trustee
Frances J. Carson, Trustee

STATE OF WYOMING)
) ss
COUNTY OF SHERIDAN)

On this 15th day of August, 2005, before me personally appeared **Robert T. Carson and Frances J. Carson, Trustees**, and upon being sworn and upon oath represented that they are the Trustees of the **Robert T. Carson and Frances J. Carson Trust dated April 17, 1991**, and that the foregoing instrument was signed on behalf of the Trust, and that pursuant to the terms of the said written trust they have the authority to execute the instrument on behalf of the Trust and that the instrument is the free act and deed of the Trust.

WITNESS MY HAND AND OFFICIAL SEAL.

Sandra G. Kerr
Notary Public

My Commission Expires: March 1, 2008



EXHIBIT "A"

April 06, 2005

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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 32, Township 56 North, Range 84 West, 6th P.M., Sheridan County, Wyoming; 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 southeast corner of said Section 32; thence N53°45'51"W, 3359.04 feet to the **POINT OF BEGINNING** of the herein described easement, said point lying on the west line of said N½SE¼; thence, N61°34'56"E, 12.66 feet along said centerline to a point, said point lying on the east line of a tract of land described in Book 186, Page 583; thence N61°34'56"E, 1103.04 feet along said centerline to a point; thence N79°29'35"E, 339.94 feet along said centerline to a point, said point lying on the east line of said N½SE¼; thence N79°29'35"E, 9.21 feet along said centerline to the **POINT OF TERMINUS** of said easement lying on a north-south fence line, said point being S86°49'16"W, 1329.91 feet from the east quarter corner of said Section 32.

The above described perpetual easement contains 1.01 acres, more or less, and is subject to any rights-of-way and/or easements, reservations and encumbrances which have been legally acquired.

Also, 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 water line 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 water line easement.

Said temporary construction easements contain 1.68 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

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- LOCATION MAP
- 1" = 3000'
- T 56 N
T 55 N
- R 56 W
R 55 W
- 32 1/4
32 33
- EASEMENTS
32

SET/ANET/4

NET/4SW7/4

SURVEYOR'S CERTIFICATE

SCALE: 1"=200'
DATUM: NAD 83(1983), NAVD 88 (U.S. FEET)
PAF: 1.00025
BASIS OF BEARING IS
WYOMING STATE PLANE (EAST CENTRAL ZONE)

EXHIBIT "B"

FOR 20" WATER LINE

CLIENT: HKM ENGINEERING
LOCATION: N1/2SE1/4, S1/2NE1/4,
SECTION 32, T56N, R84W, 6TH P.M.,
SHERIDAN COUNTY, WYOMING.

$$\frac{T}{T} \frac{56}{55} N \frac{32}{5} \frac{33}{4}$$

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

PS **RESTFELDT**
SURVEYING

PO BOX 3032
SHERIDAN, WY 82801

307-672-7415
FAX 674-5000

JN-2003035
DF: SAWP\HKM-2004\
2003035-CARSON-A
APRIL 06, 2005

SECTION 32, T56N, R34W, 6TH P.M.,
SHERIDAN COUNTY, WYOMING.

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