

WATER SUPPLY LINE UTILITY EASEMENT

This Easement Agreement and Instrument ("Easement") is made effective on the 21 day of June, 2020, by and between the PATIO HOMES AT WOODLAND PARK, LLC, a Wyoming limited liability company, c/o Jane Clark, Manager, 214 Beaver Creek Rd, Sheridan, WY 82801 ("GRANTOR"), and the SHERIDAN AREA WATER SUPPLY JOINT POWERS BOARD, a Wyoming joint powers board existing under agreement between the County of Sheridan, Wyoming, and the City of Sheridan, Wyoming, of Sheridan County Courthouse, 224 South Main St., Ste. 428, Sheridan, WY 82801 ("GRANTEE").

For and in consideration of Ten Dollars (\$10.00 US) and other good and valuable consideration bargained for and exchanged, GRANTOR hereby conveys unto GRANTEE a water supply line utility easement and right-of-way across and under the following-described real property:

See the attached EXHIBIT "A" Easement Legal Description and the Exhibit "B" Diagram, which are expressly incorporated into this instrument by this reference ("easement route").

Said water supply line utility easement and right-of-way is a non-exclusive easement to be used by the GRANTEE for the purposes of surveying, constructing, installing, inspecting, operating, maintaining, repairing and replacing an underground water supply line for the GRANTEE'S water supply utility, together with all appurtenances that may be reasonably 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.

Following installation or any subsequent maintenance, the GRANTEE shall regrade and reshape, reseed and restore all areas disturbed during any construction within the easement and right-of-way in a workmanlike manner.

The GRANTOR and the GRANTOR's heirs, successors and assigns reserve specific rights, including but not limited to:

- a. Surveying, constructing, installing, inspecting, operating, maintaining, repairing and replacing other utility lines in the easement route for service connections to the residential subdivision adjacent thereto;
- b. Use the surface area of the easement route for yard spaces tied in with each adjacent house lot,
- c. Install removable fencing and gates for the adjacent homeowner's use but which may be removed to allow GRANTEE's access for its purposes herein.
- d. Any other use that does not materially interfere with the GRANTEE's ongoing reasonable access and use of the easement for the operation, maintenance and repair of the GRANTEE's pipe(s) and associated equipment or fixtures within the easement route

Notwithstanding the rights reserved above, GRANTOR and the GRANTOR's heirs, successors and assigns shall not: place or install any porches, eaves or other permanent structures, fixture or improvement on the easement route that would materially interfere with the GRANTEE's ongoing reasonable access and use of the easement for the operation, maintenance and repair of the GRANTEE's pipe(s) and associated equipment or fixtures.

Removal and reinstallation of any improvements from the easement required for GRANTEE'S repair, maintenance or replacement of its water line shall be at the landowner's expense.

This deed of easement shall be binding upon GRANTOR's heirs, successors and assigns and shall be perpetual so long as the easement is used for the purposes above recited.

GRANTOR:

Patio Homes at Woodland Park, LLC, a Wyoming limited liability company

By: Jane Clark
Jane Clark, Manager

By: Phyllis J. Fleming
Phyllis J. Fleming, Manager

ACKNOWLEDGEMENT

STATE OF WYOMING)
) ss.
County of Sheridan)

Executed and acknowledged before me by Jane Clark and Phyllis J. Fleming, acting as the authorized Managers of and for Patio Homes at Woodland Park, LLC, a Wyoming limited liability company on June 2, 2020.



[Signature]
Notary Public

My Commission expires: 10/29/2023

EXHIBIT "A" Legal Description

LEGAL DESCRIPTION
EXHIBIT "A"

Record Owner: *Patio Homes at Woodland Park, LLC*
February 17, 2020

Re: 18.0' Waterline Easement

A waterline easement being a strip of land eighteen (18.0) feet wide when measured at right angles, the west line of said strip being the proposed realigned east right-of-way line of Coffeen Avenue (AKA U.S. Highway No.87) situated in Tract 1, Woodland Park Subdivision – Phase 1, City of Sheridan, Wyoming, as shown on **EXHIBIT "B"** attached hereto and by this reference made a part hereof; the west line of said strip being more particularly described as follows:

Commencing at the northwest corner of said Tract 1, Woodland Park Subdivision – Phase 1 (Monumented with a 2" Aluminum Cap per PE&LS 3159); thence N89°45'13"E, 50.01 feet along the north line of said Tract 1 to the **POINT OF BEGINNING** of said easement, said point lying on the proposed realigned east right-of-way line of Coffeen Avenue (AKA U.S. Highway No. 87); thence S00°41'34"W, 343.53 feet along said west line of said strip and said proposed realigned east right-of-way line to the **POINT OF TERMINUS** of said easement, said point lying on the north right-of-way line of Fleming Boulevard, and being N89°41'28"E, 50.01 feet from the southwest corner of said Tract 1. Lengthening or shortening the side-line of said easement to intersect said boundary lines.

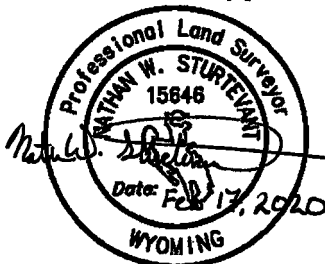
Said waterline easement contains 6,184 square feet of land.

In addition, a temporary construction easement will be required, being a strip of land thirty (30) feet wide, the east line of said strip being the west line of said eighteen (18.0) foot wide waterline easement. Said temporary construction easement contains 10,306 square feet of land, more or less, and will become null and void at the time that the project contractor's one-year contractual warranty expires.

Bearings are Based on the Wyoming Coordinate System, NAD 1983, East Central Zone.

SURVEYOR'S STATEMENT

I, Nathan W. Sturtevant, do hereby state that this legal description was prepared from notes taken during an actual field survey performed by me or under my direct supervision.



Modification in any way of the above or foregoing legal description terminates liability of the surveyor.

EXHIBIT "B" Diagram



2020-758809 6/3/2020 1:47 PM PAGE: 6 OF 6
FEES: \$0.00 SM EASEMENT
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

