



EASEMENT

Located in NE ¼ SE ¼ of Section 17, T.56N., R.84W.,
Sixth Principal Meridian, Sheridan County, Wyoming

This Easement is entered into this 14th day of Dec., 2015, by and between John E. Rice & Sons, Inc., a Wyoming Corporation (hereinafter the “**Grantor**”), and the United States of America and its assigns (hereinafter the “**Grantee**”). Grantor does hereby grant and convey, for and in consideration of Three Hundred and Forty Two Dollars and Fifty Cents (\$342.50), the receipt and sufficiency of which is hereby acknowledged, unto the Grantee, its successors and assigns, an easement and right of way over a thirty (30) foot strip of land extending fifteen (15) feet from each side of a centerline, as depicted and described on **Exhibit A** “Legal Description of Property” and **Exhibit B**, “Survey of Easement Area,” attached hereto and made a part hereof, to last in perpetuity for the installation, operation, maintenance, repair, and replacement of underground water lines (the “**Permanent Easement**”). In conjunction with these rights, the Grantee shall have the ability to place personnel, equipment, construction materials, and other items as determined by the Grantee, on the surface of the Permanent Easement.

The Grantor’s property, upon which the Permanent Easement is situated, is located in the County of Sheridan, State of Wyoming. The acquiring federal agency is the Department of Veteran Affairs (“VA”).

The Easement is granted subject to the following conditions and provisions:

1. That the Grantor reserves unto itself rights for all purposes across, over, or under the Permanent Easement such rights, however, to be exercised in a manner which will not create undue interference with the use and enjoyment by the Grantee of said Permanent Easement, and are not covenanted by the Grantor in another part of this Deed of Easement.
2. Grantor covenants and agrees that no building, structure or other above-ground improvement shall be erected or constructed on the Permanent Easement which would materially interfere with Grantee’s easement. The present grade or ground level of the property depicted and described in Permanent Easement shall not be changed by excavation or filling which would materially interfere with Grantee’s easement. Any construction by the Grantor in connection with the rights so reserved shall be at the expense of the Grantor. Grantor shall provide Grantee with a minimum of forty eight (48) hours notice prior to conducting work within the Permanent Easement area.
3. Underground water lines shall be installed, operated, maintained, reconstructed, repaired, and replaced by the Grantee within the Permanent Easement without cost to the Grantor. The Grantee shall replace, repair, restore, or relocate any property of the Grantor affected or damaged directly or indirectly by the construction, reconstruction, installation, operation, maintenance, and replacement of said facilities. Grantee shall reclaim and restore any of Grantor’s property disturbed by Grantee. The reclamation shall be



completed within twelve (12) months after the disturbance, unless extended to a later date by agreement of the Grantor.

4. Except in the event of an emergency, Grantor shall make all reasonable efforts to give Grantee reasonable prior notice of its intention to perform work on the Permanent Easement.

5. The easement granted herein shall run with land, burden the Permanent Easement area, as more particularly described in Exhibit A and B, attached hereto and incorporated by reference herein.

6. The liability, if any, of the United States of America for injury or loss of property, or personal injury or death shall be governed exclusively by the provisions of the Federal Tort Claims Act.

7. This instrument shall be binding upon Grantor, Grantee, and their respective successors, successors-in-title and assigns. As used herein, the terms Grantor and Grantee shall be deemed to be refer individually and collectively to Grantor, Grantee and their respective successors and successors-in-title and assigns.

8. This Permanent Easement is granted subject to all rights and restrictions of record.

Dated this 14 day of December, 2015

John E. Rice & Sons, Inc.

By: [Signature]
Neltje

President, John E. Rice & Sons, Inc.

STATE OF WYOMING

COUNTY OF SHERIDAN

This instrument was acknowledged before me on the 14 day of December, 2015 by Neltje, the President of John E. Rice & Sons, Inc. Witness my hand and official seal.



[Signature]
Notary Public

My commission expires: September 23, 2017



EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

A thirty (30) foot wide Permanent Water Line Easement being fifteen (15) feet each side of the centerline as shown on Exhibit B and a twenty (20) foot wide Temporary Construction Easement being ten (10) feet each side of said Permanent Water Line Easement all located in NE1/4SE1/4 Section 17, T.56N., R.84W., of the Sixth Principal Meridian, Sheridan County, Wyoming.

Said Centerline of Permanent Water Line Easement and Temporary Construction Easement more particularly described as:

Commencing at the South 1/16 corner common to Sections 17 & 16, T.56N., R84W., of the Sixth Principal Meridian, Sheridan County, Wyoming, said point being monumented by a Military Monument; Thence N 87°14'36" W a distance of 512.55 feet along the South 1/16 line of the NE1/4SE1/4 of said Section 17, being the TRUE POINT OF BEGINNING;

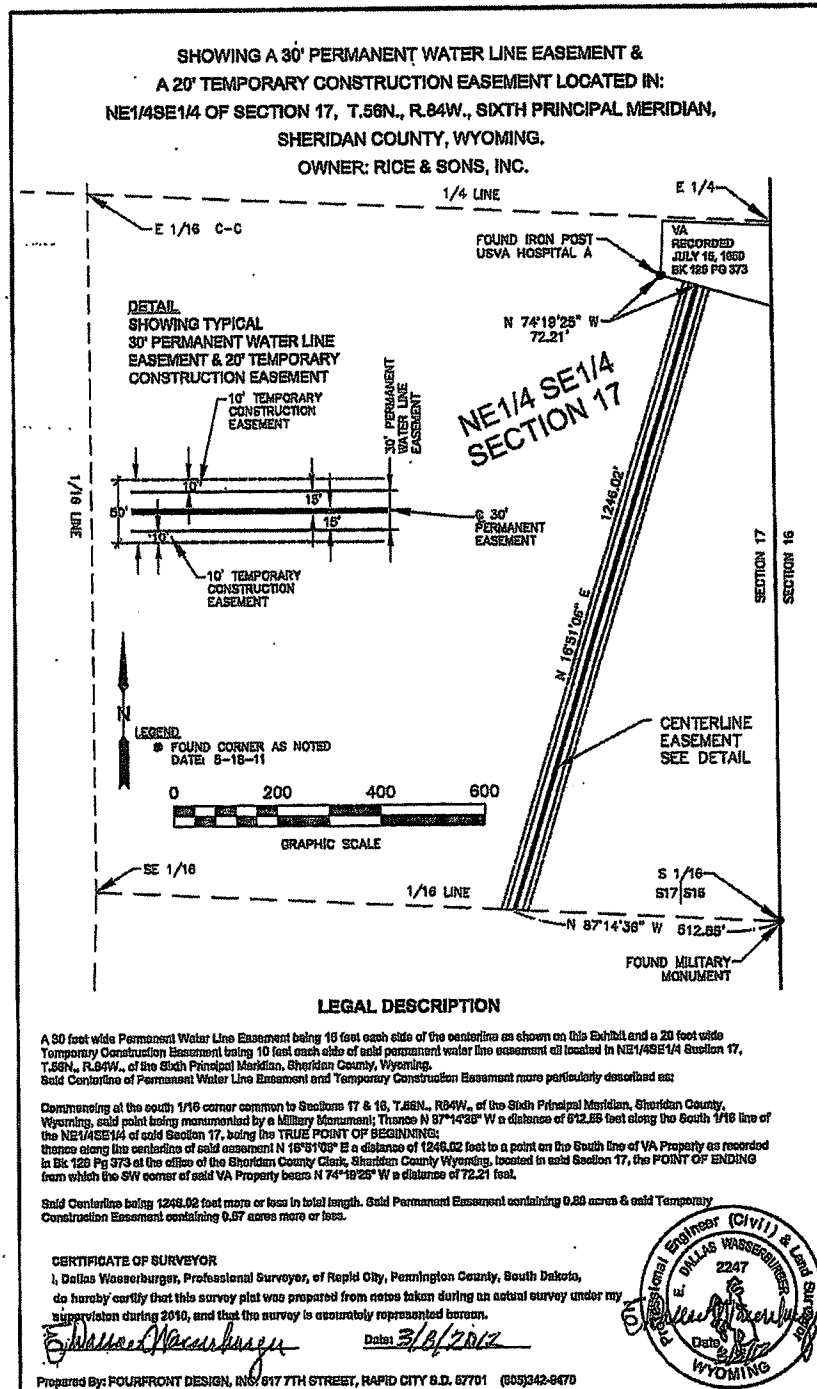
Thence along the centerline of said easement N 16°51'06" E a distance of 1246.02 feet to a point on the South line of VA Property as recorded in Bk 126 Pg 373 at the office of the Sheridan County Clerk, Sheridan County Wyoming, located in said Section 17, the POINT OF ENDING from which the SW corner of said VA Property bears N 74°19'25" W a distance of 72.21 feet.

Said Centerline being 1246.02 feet more or less in total length. Said Permanent Easement containing 0.86 acres & said Temporary Construction Easement containing 0.57 acres more or less.



EXHIBIT B

SURVEY OF EASEMENT AREA



NO. 2016-724688 EASEMENT

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
WILCOX AGENCY
SHERIDAN WY 82801