



## TEMPORARY EASEMENT

Located in Parcel 2, As Recorded in Drawer A, Plat No. 445, as Described in Warranty Deed, Book 534, Page 222, All in the SE ¼ SE ¼ of Section 17, T.56N., R.84W., Sixth Principal Meridian, Sheridan County, Wyoming

This Temporary Easement is entered into this 14 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 Four Hundred and Twenty Dollars (\$420.00), the receipt and sufficiency of which is hereby acknowledged, unto the Grantee, its successors and assigns, a temporary easement and right of way for the installation of underground water lines for a period of twelve (12) months from the date of this easement that will allow the Grantee to utilize the surface of the property as a staging ground for personnel, equipment, construction materials, and other items as determined by the Grantee (the “**Temporary Easement**”). The Temporary Easement shall extend ten (10) feet from the outer boundaries of the easement area encumbered in perpetuity, 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.

The Grantor’s property, upon which the Temporary 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 Temporary 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 Temporary Easement herein depicted or described; 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 Temporary Easement, and are not covenanted by the Grantor in another part of this Temporary Deed of Easement.
2. During the twelve (12) month term of this Temporary Easement, Grantor covenants and agrees that no building, structure or other above-ground improvement shall be erected or constructed on the Temporary Easement which would materially interfere with Grantee’s easement. The present grade or ground level of the property depicted and described in Temporary 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.
3. 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 12 months after the disturbance, unless extended to a later date by agreement of the Grantor.

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

5. 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.

6. This instrument shall be binding upon Grantor, Grantee, and their respective successors, successors-in-title and assigns. As used herein 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.

7. This easement is granted subject to all rights and restrictions of record.

Dated this 14 day of December, 2015

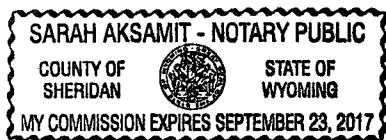
John E. Rice & Sons, Inc.

By: Neltje  
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.



Sarah Aksamit  
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 Parcel 2, as recorded in Drawer A, Plat No. 445, and Described in Warranty Deed Book 534, Page 222, All in the SE1/4SE1/4 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 SE Corner of Section 17, T.56N., R.84W., of the Sixth Principal Meridian, Sheridan County, Wyoming, said point being monumented by a Military Monument 24 (MM-24); Thence N 57°02'58" W a distance of 932.25 feet to a point on the South Boundary line of Parcel 2 as recorded in Drawer A, Plat No. 445, and Described in Warranty Deed, Book 534, Page 222, contiguous with the North Boundary Line of Parcel 1, as Recorded in Drawer A, Plat No. 445, and Described in Warranty Deed Book 535, Page 48, All located in the SE1/4SE1/4 of Section 17, T.56N., R.84W., of the Sixth Principal Meridian, Sheridan County, Wyoming, said point being the TRUE POINT OF BEGINNING:

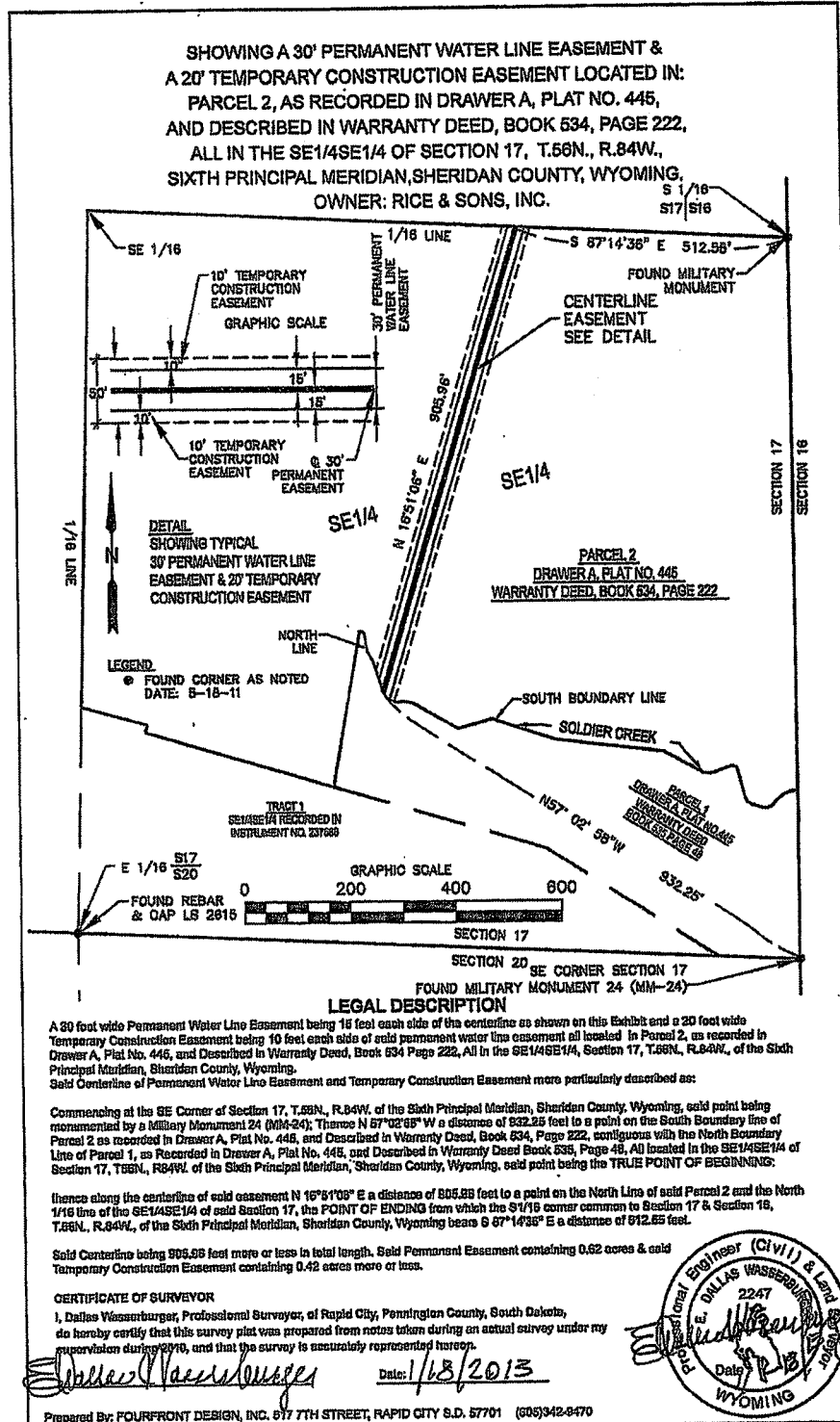
Thence along the centerline of said easement N 16°51'06" E a distance of 905.96 feet to a point on the North Line of said Parcel 2 and the North 1/16 line of the SE1/4SE1/4 of said Section 17, the POINT OF ENDING from which the S1/16 corner common to Section 17 & Section 16, T.56N., R.84W., of the Sixth Principal Meridian, Sheridan County, Wyoming bears S 87°14'36" E a distance of 512.55 feet.

Said Centerline being 905.96 feet more or less in total length. Said Permanent Easement containing 0.62 acres & said Temporary Construction Easement containing 0.42 acres more or less.



## EXHIBIT B

### SURVEY OF EASEMENT AREA



NO. 2016-724689 EASEMENT

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