



TEMPORARY DEED OF EASEMENT

This Temporary Deed of Easement is entered into this 13th day of Nov, 2015, by and between Charles F. Walter, Trustee of the Charles F. Walter Living Trust, dated March 9, 1999, and Barbara A. Walter, Trustee of the Barbara A Walter Living Trust, dated March 9, 1999 (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 Two Hundred Two Dollars and Fifty Cents (\$222.75), and other good and valuable consideration, 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 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 permanent easement area encumbered in perpetuity, as depicted and described within Exhibit A, "Survey of Easement Area," and Exhibit B, "Legal Description of Property," 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. Grantor covenants and agrees that no building, structure or other above-ground improvement shall be erected or constructed on the Temporary Easement without VA's prior written consent, and that the present grade or ground level of the property depicted and described in Temporary Easement shall not be changed by excavation or filling without VA's prior written consent (both of which consents may be withheld in the sole and absolute discretion of VA). Any construction by the Grantor in connection with the rights so reserved shall be at the expense of the Grantor.
3. Grantee acknowledges and reaffirms Grantor's existing rights to water usage by means of a 3/4 inch tap from the Grantee's water line in accordance with (1) the Warranty Deed to the United States of America dated 9/2/1921, and recorded in the Sheridan County Clerk's Office at Book 16, Page 312 and (2) the Warranty Deed to the United States of America dated 9/2/1921, and recorded in the Sheridan County Clerk's Office at Book 531, Page 529.
4. Except in the event of an emergency, Grantee shall provide a minimum of forty-eight (48) hours written advance notice to Grantor prior to initiating work under the terms of this Temporary Easement detailing the commencement of the twelve (12)



month period and the estimated period of construction anticipated by Grantee affecting Grantor's property.

5. 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.

6. The easement granted herein shall run with land, burden the Temporary Easement area, as more particularly described within Exhibit B, "Legal Description of Property," and in Exhibit B-2, "Survey of Easement Area," attached hereto and incorporated by reference herein.

7. 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.

8. This instrument shall be binding upon Grantor, Grantee, and their respective successors, successors-in-title and assigns.

9. 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.

10. Easement agreement including the conditions thereof between Double Eagle, LLC and Thorbardin, LLC, recorded on September 10, 2007, in the Sheridan County Clerk's Office at Book 489, Page 81.

11. Terms and conditions as shown on a survey, dated April 9, 2011, and recorded in the Sheridan County Clerk's Office at Book A of Plats, Page 438.

12. Mortgage and terms and condition thereof to the First Interstate Bank, dated January 24, 2013, and recorded in the Sheridan County Clerk's Office at Book 852, Page 753, subject to the subordination agreement, dated this day of _____, 2015, and recorded herewith.

13. Conservation Easement, dated June 2, 2015, and recorded in the Sheridan County Clerk's Office at Book 553, Page 434, subject to the consent agreement, dated this day of _____, 2015, and recorded herewith.

[SIGNATURES FOLLOW ON THE NEXT PAGE]

IN WITNESS WHEREOF that Charles F. Walter, Trustee of the Charles F. Walter Living Trust, dated March 9, 1999, and Barbara A. Walter, Trustee of the Barbara A Walter Living Trust, dated March 9, 1999, caused this Temporary Deed of Easement to be executed in its name and on its behalf this 13 Day of November, 2015.

By Charles F. Walter
Charles F. Walter, Trustee of the
Charles F. Walter Living Trust
dated March 9, 1999

By Barbara A. Walter
Barbara A. Walter, Trustee of the
Barbara A. Walter Living Trust
dated March 9, 1999

STATE OF WYOMING

COUNTY OF SHERIDAN

ON THIS 13 day of November, 2015, before me a Notary Public in and for the State of Wyoming, personally appeared to me Charles F. Walter, well known and known by me to be Trustee of the Charles F. Walter Living Trust dated March 9, 1999, whose name is subscribed to the within instrument and acknowledged that he/she executed the same as a voluntary act and deed of _____, within the scope of his/her lawful authority.

[Signature]
Notary Public
State of Wyoming

My commission expires:

April 10, 2018



ON THIS 13 day of November, 2015, before me a Notary Public in and for the State of Wyoming, personally appeared to me Barbara A. Walter, well known and known by me to be Trustee of the Barbara A. Walter Living Trust dated March 9, 1999, whose name is subscribed to the within instrument and acknowledged that he/she executed the same as a voluntary act and deed of _____, within the scope of his/her lawful authority.

[Signature]
Notary Public
State of Wyoming

My commission expires:

April 10, 2018





EXHIBIT B

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-2 and a twenty (20) foot wide Temporary Construction Easement being ten (10) feet each side of said permanent water line easement all located in NW1/4NE1/4 Section 20, 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 East 1/16 Corner of Sections 17 & 20, T.56N., R.84W., of the Sixth Principal Meridian, Sheridan County, Wyoming, said point being monumented by a Rebar & Cap LS 2615; Thence S 00°11'12" E a distance of 1277.41 feet to the calculated position of the NE 1/16 Corner of Section 20, Thence N 87°29'02" W a distance of 32.42 feet to a point on the south 1/16 line of the NW1/4NE1/4 of said Section 20 from which the NE Corner of Section 20 bears N 48°06'03" E a distance of 1824.27 feet, being the TRUE POINT OF BEGINNING:

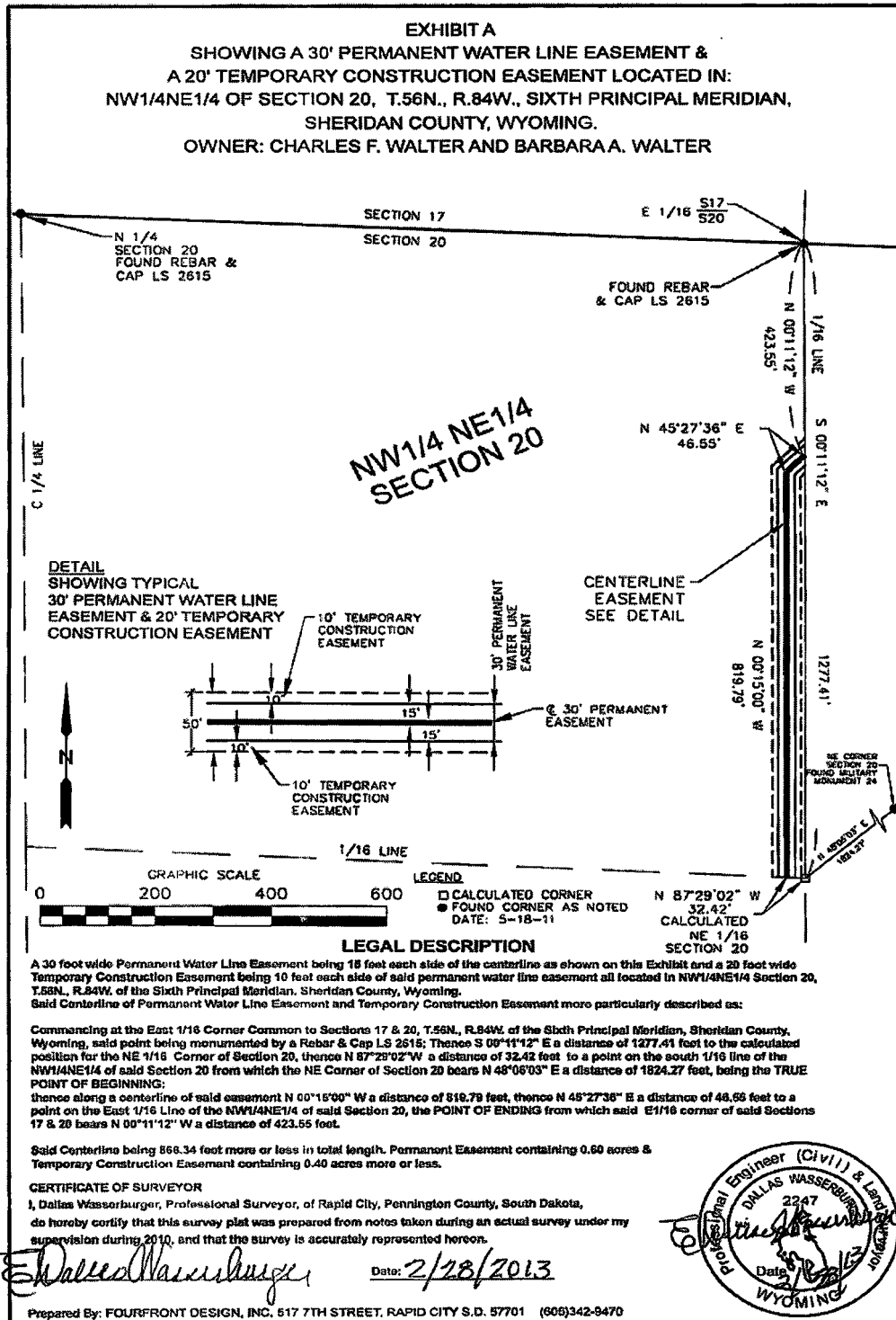
Thence along the centerline of said easement N 00°15'00" W a distance of 819.79 feet, thence N 45°27'36" E a distance of 46.55 feet to a point on the East 1/16 line of the NW1/4NE1/4 of said Section 20, the POINT OF ENDING from which said E1/16 corner of said Sections 17 & 20 bears N 00°11'12" W a distance of 423.55 feet.

Said Centerline being 866.34 feet more or less in total length. Permanent Easement containing 0.60 acres & Temporary Construction Easement containing 0.40 acres more or less.



EXHIBIT A

SURVEY OF EASEMENT AREA





STATE OF WYOMING

COUNTY OF SHERIDAN

The undersigned hereby certifies that it is the holder of a mortgage, upon the property described hereon and does hereby join in and consent to the easement said dedication by the owner thereof and agrees that its mortgage, which is recorded in Official Record Book 852 at page 753 of the Public Records of Sheridan County, Wyoming, shall be subordinated to the Temporary Easement shown hereon.

IN WITNESS WHEREOF the said corporation has caused these presents to be signed by its Vice President and its corporate seal to be affixed hereon by and with the authority of its Board of Directors this day of 11/13/2015, 2015.

By Richard A. Destefano
Richard A. Destefano, Vice President
First Interstate Bank



STATE OF WYOMING

COUNTY OF SHERIDAN

ON THIS 13 day of November, 2015, before me a Notary Public in and for the State of Wyoming, personally appeared to me Richard A. Destefano, well known and known by me to be Vice President of First Interstate Bank, whose name is subscribed to the within instrument and acknowledged that he/she executed the same as a voluntary act and deed of _____, within the scope of his/her lawful authority.

Notary Public
State of Wyoming

My commission expires:

April 10, 2018





2015-723392 11/18/2015 10:05 AM PAGE 7 OF 7
 BOOK: 556 PAGE: 567 FEES: \$30.00 PK EASEMENT
 EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

STATE OF WYOMING

COUNTY OF SHERIDAN

THE NATURE CONSERVANCY'S ACKNOWLEDGMENT AND CONSENT

As the holder of that certain Conservation Easement, which is recorded on June 2, 2015, in Official Record Book 553 at Page 434 of the Public Records of Sheridan County, Wyoming, The Nature Conservancy hereby executes this consent for the limited purpose of consenting to the easement granted above. The Nature Conservancy agrees that the above easement and any actions taken by the United States of America and its assigns, under the rights granted by the easement and consistent with the scope and terms of the easement, shall be construed as a consistent use and practice under the Conservation Easement.

This waiver and consent shall be binding against The Nature Conservancy, its successors and assigns. However, this waiver and consent is only applicable to the above easement and the actions taken by the United States of America and its assigns, under the rights granted by the easement, and shall not be construed as a waiver or consent to any other action under the Conservation Easement.

THE NATURE CONSERVANCY

Richard S. Pallister
 By: Richard S. Pallister
 Its: NE Wyoming Program Director

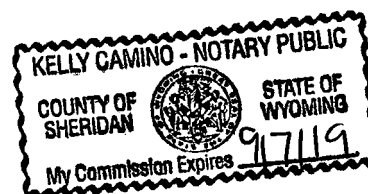
STATE OF WYOMING]
]
 COUNTY OF SHERIDAN]

ON THIS 13th day of November, 2015, before me a Notary Public in and for the State of Wyoming, personally appeared to me Richard Pallister well known and known by me to be NE Wyoming Program Director whose name is subscribed to the within instrument and acknowledged that he/she executed the same as a voluntary act and deed of _____, within the scope of his/her lawful authority.

Kelly Camino
 Notary Public
 State of Wyoming

My commission expires:

9/7/2019



NO. 2015-723392 EASEMENT
 EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
 WILCOX AGENCY
 SHERIDAN WY 82801