

PIPELINE EASEMENT AGREEMENT
(Phillips South 20')

THIS AGREEMENT (the "Agreement") is entered into by **Winfield Ranch, LLC**, a Wyoming limited liability company, whose address is 61 Red Cloud Road, Banner, Wyoming 82832 (referred to hereinafter as "Grantor" or "Winfield Ranch"), and **PINEY & CRUSE CREEK DITCH COMPANY IRRIGATION DISTRICT**, a governmental entity, whose address is c/o John Kane, 312 Meade Creek Road, Sheridan, Wyoming, 82801, (referred to hereinafter as "Grantee" or "Piney & Cruse").

1. **Grant of Easement.** For and in consideration of the sum of TEN and NO/100 DOLLARS and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, for itself, and its heirs, successors and assigns, does hereby sell, grant, and convey to Grantee, its successors and assigns, a permanent Easement (hereinafter referred to as the "Easement"), the location of which is set forth in the attached **EXHIBITS** to survey, construct, lay, maintain, operate, inspect, repair, replace, protect, alter, remove or abandon in place, one (1) water pipeline equal to or less than thirty-six (36) inches in outer diameter, together with appurtenances, equipment and facilities useful or incidental thereto, including, but not limited to valves, metering and corrosion control equipment, inlet and outlet structures, and any above-ground appurtenances except for buildings (collectively the "Pipeline"), for the transportation of irrigation water, on, under, across and upon the lands owned by Grantor, or in which Grantor has an interest, situated in Sheridan County, state of Wyoming, described as follows ("Land"):

A strip of land twenty (20) feet wide located in the N1/2 of Section 8, T 53 N, R 83 W of the 6th P.M., Sheridan County, Wyoming, more particularly described in EXHIBITS A and B, attached hereto and by reference made a part hereof.

2. The pipeline and all appurtenances and equipment associated therewith shall at all times remain the property of the Grantee although the same may be annexed or affixed to the Grantor's lands.

3. **Description of Easement.** The centerline of the Easement is described in **Exhibit A** and shown on the Map of Survey **Exhibit B**, which are attached hereto, marked as **Exhibits A and B**; however, Grantor and Grantee understand and agree that due to the discovery of unanticipated ground conditions, topography, or geology during the construction phase, and other standard construction occurrences and events, the Pipeline location may reasonably deviate from the preliminary location shown on **Exhibits A and B**. Following completion of the initial construction of the Pipeline, Grantee shall provide Grantor with a survey of the centerline of the Pipeline, and **Exhibits A and B** shall be amended with the as-built survey map, if necessary. Any such amended Easement description shall be included within and constitute the Easement granted by Grantor hereunder. Grantor shall, if requested by Grantee, execute and deliver a mutually agreeable instrument in recordable form granting an Easement to Grantee in the location described by the amended Easement description and survey on the same terms as this Agreement. Grantee shall bury the line pipe to a minimum depth of three (3) feet to top of pipe, except where it outlets to the surface, and shall construct the pipeline in accordance with applicable Federal and State regulations.

4. **Access.** This easement includes the right to access the Easement over and across Grantor's property along reasonable routes, including along existing roads on Grantor's property wherever possible, or on the Easement itself.

5. **Notification upon Entry.** Grantee shall notify Grantor forty-eight (48) hours prior to first entry upon the Easement or the Lands for commencement of initial construction. After completion of initial construction and in connection with continuing reclamation and/or maintenance operations, Grantee shall notify Grantor at least forty-eight (48) hours prior to entry upon the Lands or the Easement; provided, however, in cases of emergency, Grantee will make reasonable attempts to notify Grantor prior to entry but, in absence of notification, may make such entry as reasonably necessary to deal with the emergency.

6. **Payments and Consideration.**

a. Upon the execution of this agreement, Grantee shall pay Grantor the agreed upon consideration for the initial installation of the pipeline.

7. **Term of Easement.** This Easement shall be perpetual.

8. **Duties of Restoration.**

a. **Contours.** Following construction or repair of the Pipeline and in any event no later than six months following completion of such construction or repair activity (unless extended to a later date by agreement of the Grantor), Grantee shall fully restore disturbed areas as near as reasonably possible to the same condition as existed prior to any such operations.

b. **Roads.** During construction of the pipeline, Grantee shall maintain the existing roads on the Lands used by Grantee for access to the Easement. Within three months following completion of construction activities, Grantee shall repair and restore all such existing roads as near as reasonably possible to their condition prior to construction. After initial construction, Grantee shall repair all road damage caused by Grantee's activities hereunder and maintain all roads used by Grantee. Any surface disturbed by Grantee's construction of new roads or trails for construction of the Pipeline shall be fully reclaimed, restored, and reseeded to as near as reasonably possible the same condition as existed prior to construction unless Grantor agrees otherwise.

9. **No Fencing of Easement Area.** Except on a temporary basis during construction as required in order to protect livestock from open trenches or ditches or as otherwise required herein, Grantee shall not fence the Easement.

10. **Grantor's Use of Easement Area.** Grantor expressly reserves the right to use and enjoy the land covered by this Easement for any purposes whatsoever, including the right to build structures over the underground Easement, and drive motorized vehicles across the easement area, provided that such use does not unreasonably interfere with the rights granted to Grantee herein.

11. **No Public Benefit or Dedication Intended.** The Easement is not intended and shall not be construed as conferring any benefit on the general public or to any party other than Grantor and Grantee and their respective successors and assigns. The parties do not hereby dedicate or offer for dedication to the public any real property or improvements whatsoever.

12. **No disturbance.** Grantee and its employees and agents shall not disturb, use, or travel upon any other lands owned by Grantor outside the Easement described herein unless provided for by separate agreement; EXCEPT for access as needed for construction, maintenance or operations under the terms provided for herein.

13. **No Warranty.** Grantor makes no warranty of title or otherwise in entering into this Agreement. In the event of default by Grantor, Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage tax or other lien on the above described lands and be subrogated to such lien and rights incident thereto.

14. **Notices/Contact Person.** Notices shall be given to the addresses set out above or to such other addresses as the parties may designate from time to time. Any notice required or permitted hereunder shall be given by courier delivery, certified mail (return receipt requested) or hand delivery.

15. **Enforcement Costs.** The prevailing party in any action to enforce the terms of this Agreement, or action for damages shall also be entitled to payment by the non-prevailing party of its reasonable attorney's fees and all costs and expenses associated with such action.

16. **Recording.** This Agreement shall be recorded in the office of the Sheridan County Clerk.

17. **Compliance with Law.** Grantee shall conduct operations and activities in accordance with existing applicable local, state, and federal laws, rules, and regulations.

18. **Construction of Agreement.** This Agreement shall be construed under the laws of the State of Wyoming.

19. **Binding Effect.** This Agreement is binding upon and inures to the benefit of the successors and assigns of the parties. The Easement, including the benefits and burdens, is appurtenant to and runs with the land.

20. **Grantor Responsibility.** Grantor assumes no responsibility to Grantee or its agents, employees, contractors or subcontractors for any type of injuries or damages arising out of the condition of the Lands, including any latent or undisclosed defect, whether known or unknown, while such parties are working, crossing, inspecting, or at any other time while on the Lands.

21. **Assignment.** Grantee shall have the right to assign this Agreement and the rights herein granted in whole or in part; provided, however, Grantee shall provide written notice of the assignment to Grantor within thirty (30) days after the effective date of such assignment.

22. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the Easement. No representations or statements, verbal or written have been made modifying, adding to, or changing the terms of this Agreement. This Easement may be modified or amended only in writing signed by each of the parties or their successors and assigns.

23. **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original, but which together shall constitute one and the same Agreement.

Dated this 1st day of June, 2020.

GRANTOR:
WINFIELD RANCH, LLC,
a Wyoming limited liability company

By its members

James R. Phillips
JAMES R. PHILLIPS

Webb P. Phillips
WEBB P. PHILLIPS

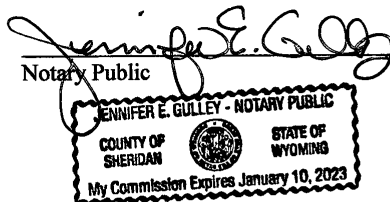
Noah R. Phillips
NOAH R. PHILLIPS

STATE OF Wyoming)
County of Sheridan) ss.

The foregoing instrument was acknowledged before me by JAMES R. PHILLIPS, this 1st day of June, 2020.

Witness my hand and official seal.

My Commission Expires: 1/10/23

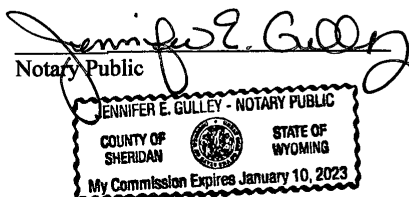


STATE OF Wyoming)
County of Sheridan) ss.

The foregoing instrument was acknowledged before me by WEBB P. PHILLIPS, this 10th day of June, 2020.

Witness my hand and official seal.

My Commission Expires: 1/10/23

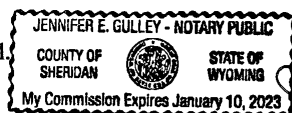


STATE OF Wyoming)
County of Sheridan) ss.

The foregoing instrument was acknowledged before me by NOAH R. PHILLIPS, this 1st day of June, 2020.

Witness my hand and official seal.

My Commission Expires: 1/10/23



Jennifer E. Guley
Notary Public

GRANTEE:

PINEY & CRUSE CREEK DITCH
COMPANY IRRIGATION
DISTRICT

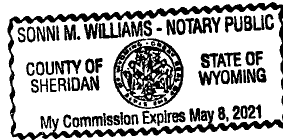
John Kane
By: JOHN KANE

Its: President

STATE OF WYOMING)

) ss.
)

County of Sheridan



The foregoing instrument was acknowledged before me by **JOHN KANE, President of PINEY & CRUSE CREEK DITCH COMPANY IRRIGATION DISTRICT**, a governmental entity, who acknowledged said instrument to be the free act and deed of said company, this 12th day of June, 2020.

Witness my hand and official seal.

Sonni M Williams
Notary Public

My Commission Expires: May 8, 2020

EXHIBIT A

A strip of land 20 ft. wide located in the N $\frac{1}{2}$, Section 8, T. 53 N., R. 83 W. of the 6th PM
Sheridan County, Wyoming

Legal Description

A strip of land 20 ft. wide located in the N $\frac{1}{2}$, Section 8, T. 53. N., R. 83 W. of the 6th PM, Sheridan County, Wyoming, all in accordance with Exhibit B, Map of Survey, attached hereto and made a part here of, the centerline of said strip of land more particularly described as follows:

Beginning at a point on the south line of said N $\frac{1}{2}$ of Section 8, S 89 \pm 02' 12" W a distance of 18.42 ft. from the Center $\frac{1}{4}$ corner of said Section 8;

thence along said centerline N 19 \pm 17' 27" E a distance of 129.24 ft. to the end point of said strip of land: the sidelines of said strip of land to be shortened or lengthened to terminate at the east-west centerline of said Section 8.

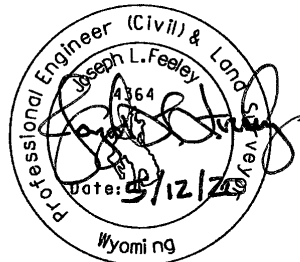
Said strip of land contains 0.06 acres more or less.

Basis of bearings is Wyoming State Plane, East Central Zone, NAD 83.

CERTIFICATE OF SURVEYOR

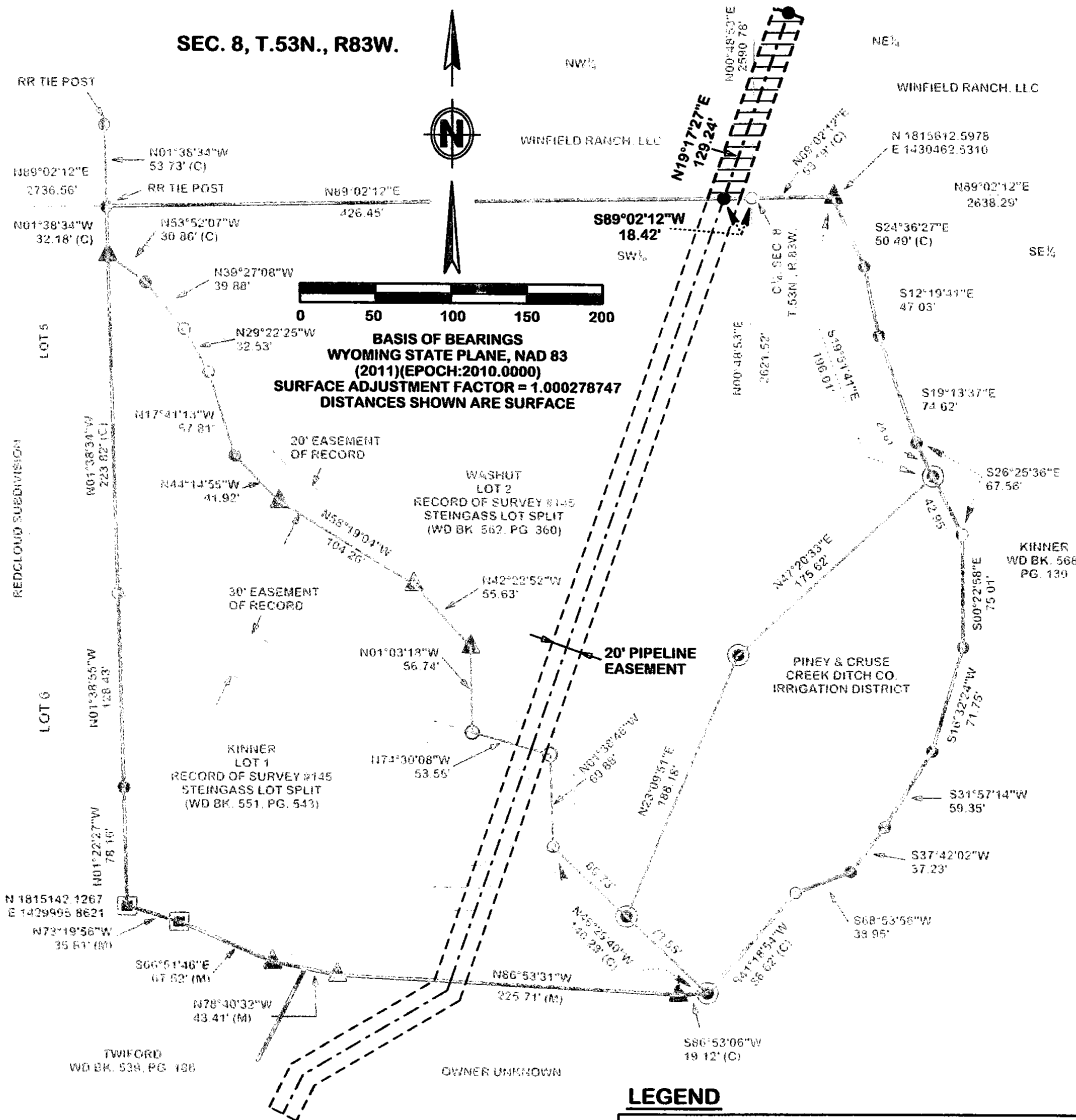
State of Wyoming)
) ss
County of Sheridan)

I, Joseph L. Feeley, do hereby certify that this legal description was prepared from notes taken during actual field surveys performed by me between 2014 and 2018.



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

SEC. 8, T.53N., R.83W.



LEGEND

- ▲ FOUND UNMARKED AL CAP
- FOUND REBAR, ACCEPTED
- FOUND AL CAP, PLS 2615
- 2" DIA AL CAP ATOP #5 REBAR, PE/LS 4364
- CALCULATED AND/OR NOTHING FOUND
- 20' EASEMENT, WINFIELD RANCH, LLC TO PINEY & CRUSE CREEK DITCH CO. IRRIGATION DISTRICT

ALL MEASUREMENTS ARE RECORD UNLESS OTHERWISE NOTED

(M) MEASURED THIS SURVEY

(C) CALCULATED

2020-759295 6/17/2020 12:15 PM PAGE: 6 OF 6
FEES: \$27.00 DO EASEMENT
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

NO. 2020-759295 EASEMENT

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
PINEY & CRUSE CREEK DITCH CO IRRIGATION DISTRICT 572 HW
BANNER WY 82832

CERTIFICATE OF SURVEYOR

STATE OF WYOMING)
COUNTY OF SHERIDAN) ss

I, JOSEPH L. FEELEY, DO HEREBY CERTIFY THAT THIS MAP WAS PREPARED FROM FIELD NOTES TAKEN DURING ACTUAL SURVEYS CONDUCTED UNDER MY DIRECT SUPERVISION BETWEEN 2014 AND 2018, AND THE RESULTS OF SAID SURVEYS ARE ACCURATELY SHOWN HEREON.

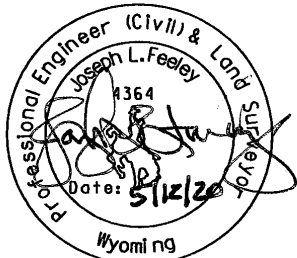


EXHIBIT B

MAP OF SURVEY
WINFIELD RANCH, LLC EASEMENT
TO
PINEY & CRUSE CREEK DITCH CO.
IRRIGATION DISTRICT

N½, SEC. 8, T.53N., R.83W. OF THE 6TH PM

CLIENT: Piney & Cruse Creek Ditch Co.
Irrigation District

LOCATION:
SHERIDAN COUNTY, WYOMING.
MAY, 2020

EnTech Inc.
Professional Engineers and
Land Surveyors
1949 Sugarland Drive, Suite 205
Sheridan, WY 82801
307-673-1542
FAX 307-673-1547
entech@entechusa.net