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**TEMPORARY ACCESS AND CONSTRUCTION EASEMENT**

**ELWIN WEBB PHILLIPS** and **JAMES REED PHILLIPS**, both of Sheridan County, Wyoming, hereinafter **GRANTORS**, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do grant and convey to the **MEAD CREEK DITCH COMPANY IRRIGATION DISTRICT**, hereinafter **GRANTEE**, its employees, agents and contractors, a temporary access easement and construction easement across the following lands, all within Sheridan County, Wyoming, to wit:

SW¼, Section 4, T53N, R83W  
SE ¼, Section 5, T53N, R83W  
NE¼, NW¼, SW¼, T53N, R83W.

This temporary easement shall be for those lands shown generally on the attached **Exhibit A**, and shall include the following:

1. Strips of land 25 feet in width along the routes shown generally in **Exhibit A** to allow temporary access for the following activities:
  - construction of a pipeline and ancillary facilities to be owned by **GRANTEE**, and
  - filling and regrading of an existing channel on **GRANTORS'** property that has been eroded due to **GRANTEE's** conveyance of irrigation water through this channel.
2. An area of land approximately 1000 feet long by 550 feet wide beneath and upon which **GRANTEE** proposes to construct a pipeline and ancillary facilities as discussed in Item 1, and to fill and regrade the existing channel as discussed in Item 1.

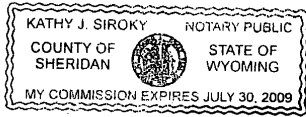
This temporary easement is granted under the following conditions.

1. **GRANTORS** shall be notified at least 72 hours in advance of **GRANTEE's** initial access upon the property, and as necessary thereafter.
2. Temporary access is permitted only for the purposes allowed by this easement.
3. **GRANTEE** is responsible for locating all underground utilities and irrigation lines prior to any construction.
4. **GRANTEE** shall utilize existing roads or trails for access wherever possible. **GRANTEE** may construct additional roads along the access strips of land shown generally in **Exhibit A**, but shall minimize disturbance to trees and other vegetation in areas in which new roads must be constructed. Upon completion of construction of the pipeline and ancillary facilities, and filling and regrading of the existing channel, **GRANTEE** shall restore all disturbed lands as nearly as possible to their pre-existing condition, including:
  - a. reshaping, reseeding, fertilizing and mulching those lands upon which **GRANTEE** constructs roads that as of the date of this easement are grassed lands, and
  - b. reshaping and regrading existing roads or trails that **GRANTEE** uses for this temporary access.
5. **GRANTEE** shall take care to protect and/or do no damage to any existing bridges, culverts, cattleguards, or fences located on **GRANTORS'** property. In the event that such facilities are damaged, **GRANTEE** shall be responsible for any repairs or replacement.
6. **GRANTORS** acknowledge that reclamation of the existing channel will necessitate removal of trees and other vegetation in order to fill and regrade the channel. **GRANTEE** shall stockpile and reuse existing topsoil during the fill and regrading operations, and shall reseed, fertilize and mulch the disturbed areas. **GRANTORS** further acknowledge that they shall receive no compensation for any trees that were disturbed or lost as a result of the construction and reclamation.

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RECORDED 02/08/2007 AT 03:50 PM  
AUDREY KOLTISKA, SHERIDAN COUNTY CLERK

This temporary easement shall become null and void upon expiration of the warranty period provided by the contractor performing the improvements listed above for GRANTEE.

DATED THIS 8<sup>th</sup> day of February, 2007.



Elwin Webb Phillips by Charles R. Hart  
ELWIN WEBB PHILLIPS  
By Charles R. Hart, Attorney In Fact  
James Reed Phillips  
JAMES REED PHILLIPS

STATE OF WYOMING       )  
                                      ) ss.  
County of Sheridan       )

The above and foregoing instrument was acknowledged before me by Charles R. Hart, Attorney in Fact for **ELWIN WEBB PHILLIPS** this 8<sup>th</sup> day of February, 2007.

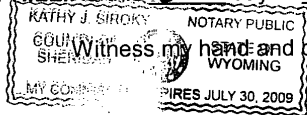
Witness my hand and official seal.

Kathy J. Sirosky  
Notary Public

My commission expires: July 30, 2009

STATE OF WYOMING       )  
                                      ) ss.  
County of Sheridan       )

The above and foregoing instrument was acknowledged before me by **JAMES REED PHILLIPS** this 8<sup>th</sup> day of February, 2007.



Witness my hand and official seal.

Kathy J. Sirosky  
Notary Public

My commission expires: July 30, 2009