

**TRVJPB NATURAL GAS UTILITY PROJECT EASEMENT
AGREEMENT**

THIS AGREEMENT IS ENTERED INTO on this 27 day of April A.D., 2019, between **James A. & Grace F. Neal**, herein referred to as the "**Grantor**" and the **Tongue River Valley Joint Powers Board**, herein after referred to as ("**Grantee**"), Sheridan County, Wyoming, herein referred to as the "**Grantee**".

RECITALS

WHEREAS, **Grantor** owns certain real property, commonly referred to as **James A. & Grace F. Neal** filed with Sheridan County, Wyoming

WHEREAS, **Grantee** seeks a construction, temporary easement and perpetual easement right-of-way through and within property owned by **Grantor**, for the purpose of locating, establishing, constructing, maintaining, repairing, and operating natural gas lines and mains and the right of ingress and egress in, from and to said easement, for the purpose of inspecting, maintaining, and repairing such gas mains and lines for widths thirty (30) feet wide, the northerly line of said strip being thirty-eight (38) feet northerly of following described centerline and southerly line of said strip being eight (8) feet northerly following described centerline during construction and perpetual easement, sixteen (16) feet wide, eight feet (8) feet each side of centerline within the lines described in Exhibit A, permanent easement, Exhibit B, temporary easement and Exhibit C, easement detail, attached hereto and incorporated herein by reference.

Made apart hereon:

**EXHIBIT 'A' Permanent Easement, EXHIBIT 'B' Temporary Easement
and EXHIBIT 'C' Easement Detail**

In consideration of the mutual promises and obligations contained herein, the **Grantor** and **Grantee** hereby covenant and agree as follows:

1. Grant of Easement

1. FOR GOOD and CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, **Grantor** hereby grants unto **Grantee** its successors and assigns, a temporary and perpetual easement and right-of-way through and within **Grantor** property, and as depicted on easement detail, Exhibit C, for the purpose of locating, establishing, constructing, maintaining, repairing, and operating natural gas lines and mains and the right of ingress and egress in, from and to said easement for the purpose of inspecting, maintaining and repairing such natural gas mains and lines.
2. Grantor hereby expressly reserves and shall have the right to use and enjoy the property for itself, its successors, assigns, and permittees; the right at all times and for any purpose to go upon, across and recross and to use the said easement premises in a manner consistent with the existing nature of the property.

GRANTOR(S) further give(s), grant(s) and convey(s) a temporary easement of a strip thirty (30) feet wide, the northerly line of said strip being thirty-eight (38) feet northerly of following described centerline and southerly line of said strip being eight (8) feet northerly for the purposes of construction and installing said natural gas mains and lines.



2. **Restoration**

Upon completion of any repair or maintenance work contemplated hereunder, **Grantee** agrees to promptly work with the **Grantor** to restore the above-described property owned by **Grantor** to a condition equal or superior to that existing prior to exercising its rights under this easement by sloping, grading and replacement of topsoil the **Grantee** shall compensate the **Grantor** for the cost of seed and seeding. It shall be the **Grantor's** responsibility for seeding success. If and when **Grantee** makes any future repairs to the natural gas lines and/or allied facilities located on the above described property, **Grantee** shall expediently replace and restore any affected portion of the property to a condition equal or superior to that existing prior to the under-taking of such repairs and maintenance, again compensating **Grantor's** cost of seed.

3. **Indemnity**

Grantee hereby agrees to indemnify, defend, save and hold harmless the **Grantor** from any and all liability, loss or damage, **Grantor** may suffer as a result of any and all actions, claims, damages, costs and expenses on account of, or in any way arising out of or from this Agreement, including but not limited to indemnify and save and hold harmless **Grantor** from any and all losses, claims, actions or judgments for damages or injuries to persons or property arising out of or from, or caused by, the construction, operation, maintenance and use of the aforesaid easements and rights-of-way by **Grantee** or its agents. This indemnity shall continue so long as this Easement Agreement is in effect.

4. **Recitals**

The recitals set forth above are hereby incorporated by this reference.

5. **Binding Effect**

The rights and responsibilities set forth in this Agreement shall inure to and bind the parties hereto, their heirs, representatives, successors, and assigns and also constitute covenants running with the land.

6. **Headings**

The headings in this Agreement are intended for convenience only and shall not be used to vary or interpret the intent of the text.

7. **Recording**

Grantee shall, at its expense, record this Easement Agreement in the records of Sheridan County, Wyoming, and shall provide **Grantor** with conformed copies of the recorded instruments, as well as executed originals of all documents. Such recording shall take place within five (5) business days of the execution of this Agreement.

IN WITNESS WHEREOF, the parties enter into this Easement Agreement this 27 day of April, 2019.

GRANTOR:

James A. Neal

BY: James A Neal

Grace F. Neal

By: Deceased, see Death Certificate
by Owen Neal

ACKNOWLEDGEMENT

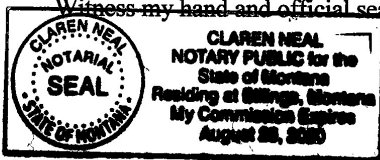
STATE OF Montana)
WYOMING

COUNTY OF Big Horn) ss:
SHERIDAN

The foregoing instrument was acknowledged before me this 27th day of April, 2019, by James A. & Grace F. Neal Deceased.

whose signatures have been attached in my presence as shown hereinabove as the **Grantors**.

Witness my hand and official seal:



My Commission Expires: August 25, 2020 Claren Neal

Notary Public

[NOTARY SEAL] – in accordance to regulations that govern the Notary Public, the notary seal must be stamped so it is of a readable manner in order for the document to be recorded, the County Clerk reserves the right to refuse the recordation if the seal is not readable.

EXHIBIT "A"

Record Owner: James A. Neal and Grace F. Neal

Re: 16.0' Natural Gas Utility Easement to the Tongue River Valley Joint Powers Board and Montana Dakota Utilities Company

A perpetual natural gas utility easement being a strip of land sixteen (16) feet wide, eight (8) feet each side of following described centerline, located in Lot 1 of Section 19, Township 57 North, Range 85 West, 6th P.M., Sheridan County, Wyoming; shown on EXHIBIT "C" attached hereto and by this reference made a part hereof; said centerline being more particularly described as follows:

Commencing at the northwest corner of Section 19, monumented with a 3-1/4" aluminum capped monument, LS No. 6594; thence S36°16'44"E, 474.18 feet to the point of beginning of said easement, said point lying on the westerly line of Lot 21, Five Mile Subdivision; thence along said centerline N57°10'11"E, 157.26 feet to the point of terminus of said easement, said point lying on the easterly line of Lot 21, Five Mile Subdivision and being S54°15'38"E, 508.48 feet from the northwest corner of Section 19, monumented with a 3-1/4" aluminum capped monument, LS No. 6594. Lengthening or shortening the side lines of said easement to intersect said boundary lines.

Said perpetual natural gas utility easement contains 0.06 acre, more or less, and is subject to any right-of-way and/or easements, reservations and encumbrances which have been legally acquired.

Basis of Bearings is the Wyoming Coordinate System NAD 1983, East Central Zone.

EXHIBIT "B"

Record Owner: James A. Neal and Grace F. Neal

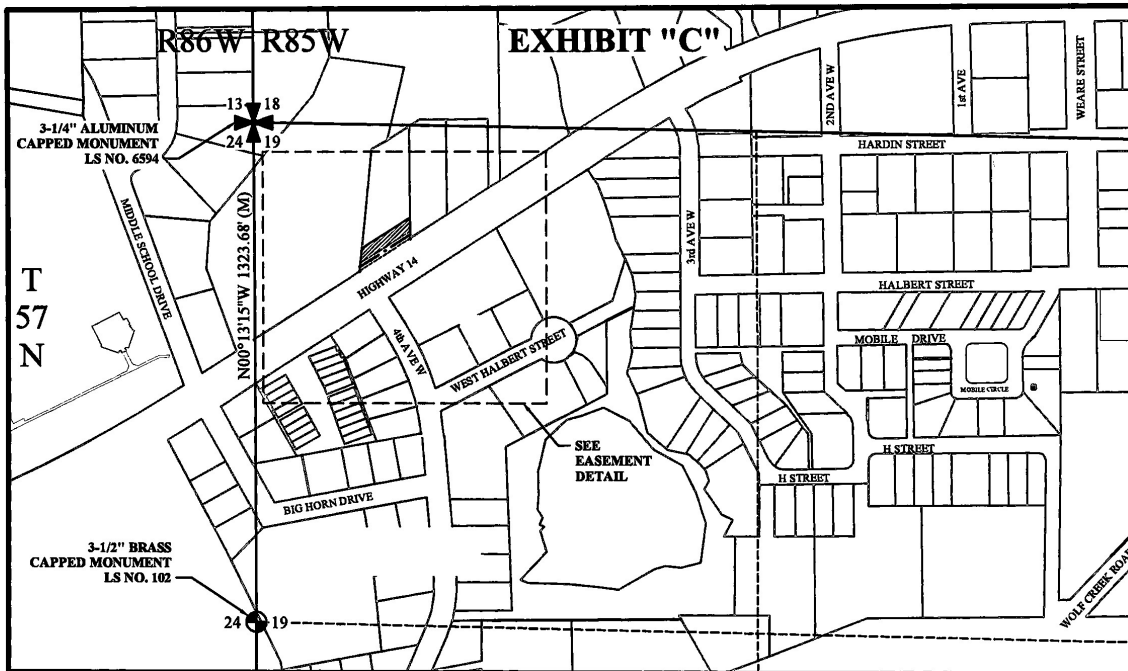
Re: 30.0' Temporary Construction Easement to the Tongue River Valley Joint Powers Board and Montana Dakota Utilities Company

A temporary construction easement being a strip of land thirty (30) feet wide, the northerly line of said strip being thirty-eight (38) feet northerly of following described centerline and southerly line of said strip being eight (8) feet northerly of following described centerline, located in Lot 1 of Section 19, Township 57 North, Range 85 West, 6th P.M., Sheridan County, Wyoming; shown on EXHIBIT "C" attached hereto and by this reference made a part hereof; said centerline being more particularly described as follows:

Commencing at the northwest corner of Section 19, monumented with a 3-1/4" aluminum capped monument, LS No. 6594; thence S36°16'44"E, 474.18 feet to the point of beginning of said easement, said point lying on the westerly line of Lot 21, Five Mile Subdivision; thence along said centerline N57°10'11"E, 157.26 feet to the point of terminus of said easement, said point lying on the easterly line of Lot 21, Five Mile Subdivision and being S54°15'38"E, 508.48 feet from the northwest corner of Section 19, monumented with a 3-1/4" aluminum capped monument, LS No. 6594. Lengthening or shortening the side lines of said easement to intersect said boundary lines.

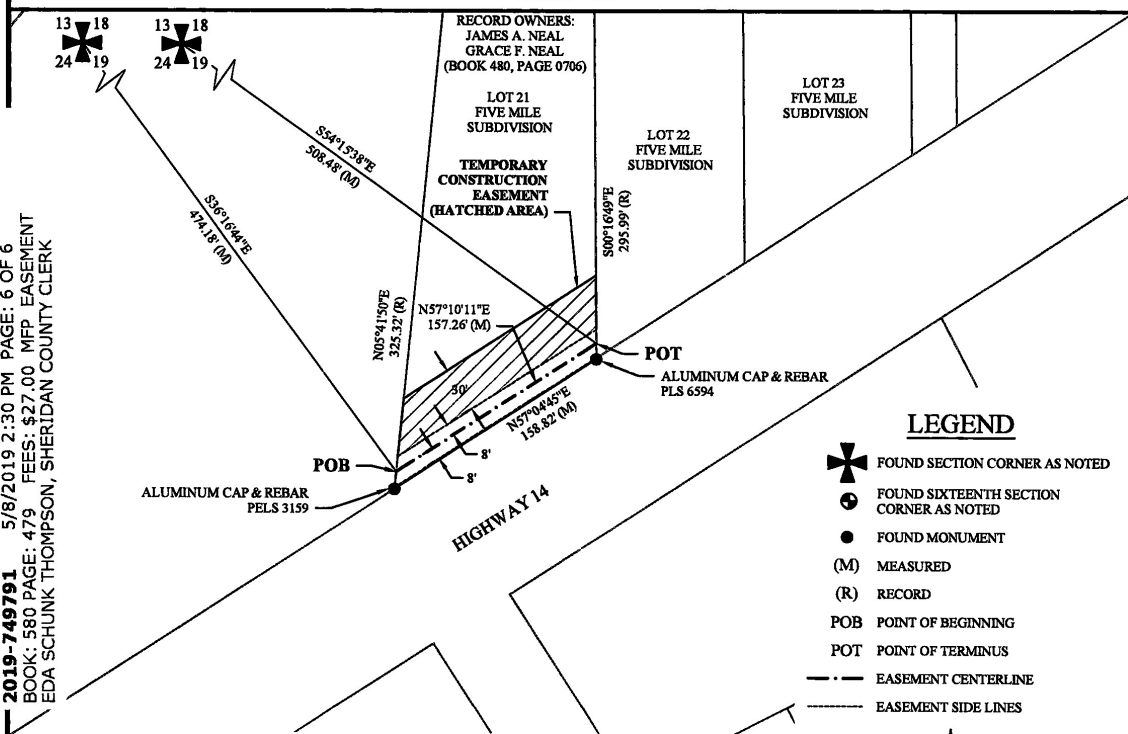
Said temporary construction easement contains 0.11 acre, more or less, and is subject to any right-of-way and/or easements, reservations and encumbrances which have been legally acquired.

Basis of Bearings is the Wyoming Coordinate System NAD 1983, East Central Zone.

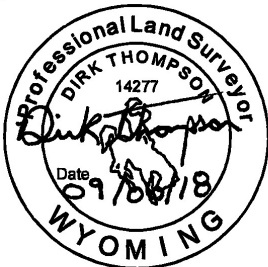


TOWN OF RANCHESTER

SCALE 1" = 500'

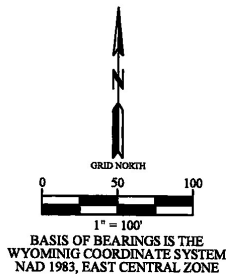


2019-749791 5/8/2019 2:30 PM PAGE: 6 OF 6
BOOK: 580 PAGE: 479 FEES: \$27.00 MFP EASEMENT
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK



STATEMENT OF SURVEYOR

I, DIRK THOMPSON, DO HEREBY STATE THAT I AM A REGISTERED LAND SURVEYOR LICENSED UNDER THE LAWS OF THE STATE OF WYOMING, AND THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY AND THAT SAID SURVEY IS REPRESENTED AS SHOWN HEREON TO THE BEST OF MY KNOWLEDGE AND BELIEF.



EASEMENT DETAIL

SCALE 1" = 100'

PREPARED FOR:
Tongue River Valley Joint Powers Board
PO Box 352
Dayton, WY

PREPARED BY:



WWCENGINEERING

1849 Terra Avenue, Sheridan, WY 82801-6720

**16.0' NATURAL GAS
UTILITY EASEMENT**

LOT 1 OF SECTION 19,
T57N, R85W, 6TH P.M.,
SHERIDAN COUNTY, WYOMING

SURVEYED BY: DRT
DRAWN BY: RAV
CHECKED BY: DRT
DATE: 09-08-18 2:15 PM

NO. 2019-749791 EASEMENT
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
WWC ENGINEERING
SHERIDAN WY 82801