

**TRVJPB NATURAL GAS UTILITY PROJECT EASEMENT  
AGREEMENT**

THIS AGREEMENT IS ENTERED INTO on this \_\_\_\_ day of \_\_\_\_\_ A.D., 2019, between **Tongue River Apartments, a Limited Partnership**, 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 **Tongue River Apartments, a Limited Partnership** 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 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  
Construction 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 southerly line of said strip being described in Exhibit A, permanent easement, Exhibit B, temporary easement and Exhibit C, easement detail 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 13<sup>th</sup> day of May, 2019.

**GRANTOR:**  
Tongue River Apartments, a Limited Partnership

BY: [Signature], General Partner

ACKNOWLEDGEMENT

STATE OF WYOMING )

) ss:

COUNTY OF SHERIDAN )

The foregoing instrument was acknowledged before me this 13 day of  
May, 2019, by **Tongue River Apartments, a Limited Partnership**

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

Witness my hand and official seal:

My Commission Expires:

June 24, 2021 Starla M. Crouse



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:** Tongue River Apartments

**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, 6<sup>th</sup> 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 S66°04'32"E, 704.96 feet to the point of beginning of said easement, said point lying on the westerly line of Lot 1, Block1, Replat of Tongue River Estates; thence along said centerline N57°14'07"E, 309.04 feet to the point of terminus of said easement, said point lying on the easterly line of Lot 1, Block 1, Replat of Tongue River Estates and being S82°31'32"E, 912.01 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 0.11 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.

**EXHIBIT "B"**

**Record Owner:** Tongue River Apartments

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

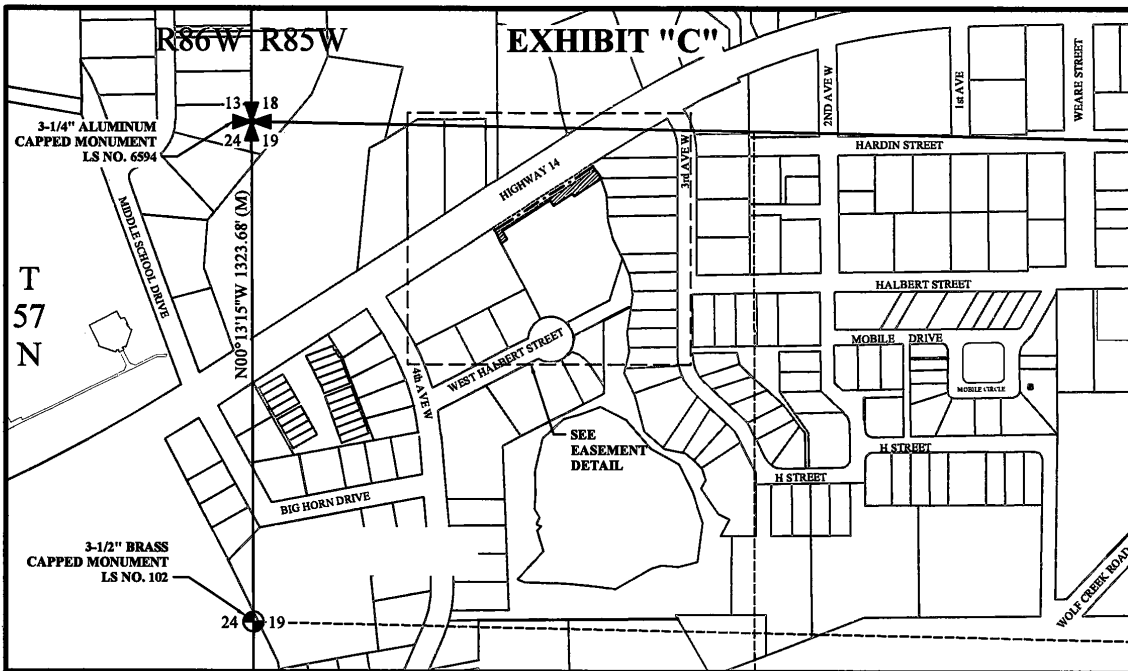
A temporary construction easement being a strip of land of varying widths southerly of following described line, located in Lot 1 of Section 19, Township 57 North, Range 85 West, 6<sup>th</sup> P.M., Sheridan County, Wyoming; shown on EXHIBIT "C" attached hereto and by this reference made a part hereof; 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 S66°04'32"E, 704.96 feet to the point of beginning of said easement, said point lying on the westerly line of Lot 1, Block1, Replat of Tongue River Estates; thence along said line N57°14'07"E, 15.00 feet with said strip being thirty (30) feet wide being between eight (8) feet southerly and thirty-eight (38) feet southerly of line; thence N57°14'07"E, 150.00 feet with said strip being five (5) feet wide being between eight (8) feet southerly and thirteen (13) feet southerly of line; thence N57°14'07"E, 60.00 feet with said strip being twenty-two (22) feet wide being between eight (8) feet southerly and thirty (30) feet southerly of line; thence N57°14'07"E, 84.04 feet with said strip being thirty (30) feet wide being between eight (8) feet southerly and thirty-eight (38) feet southerly of line to the point of terminus of said easement, said point lying on the easterly line of Lot 1, Block 1, Replat of Tongue River Estates and being S82°31'32"E, 912.01 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.

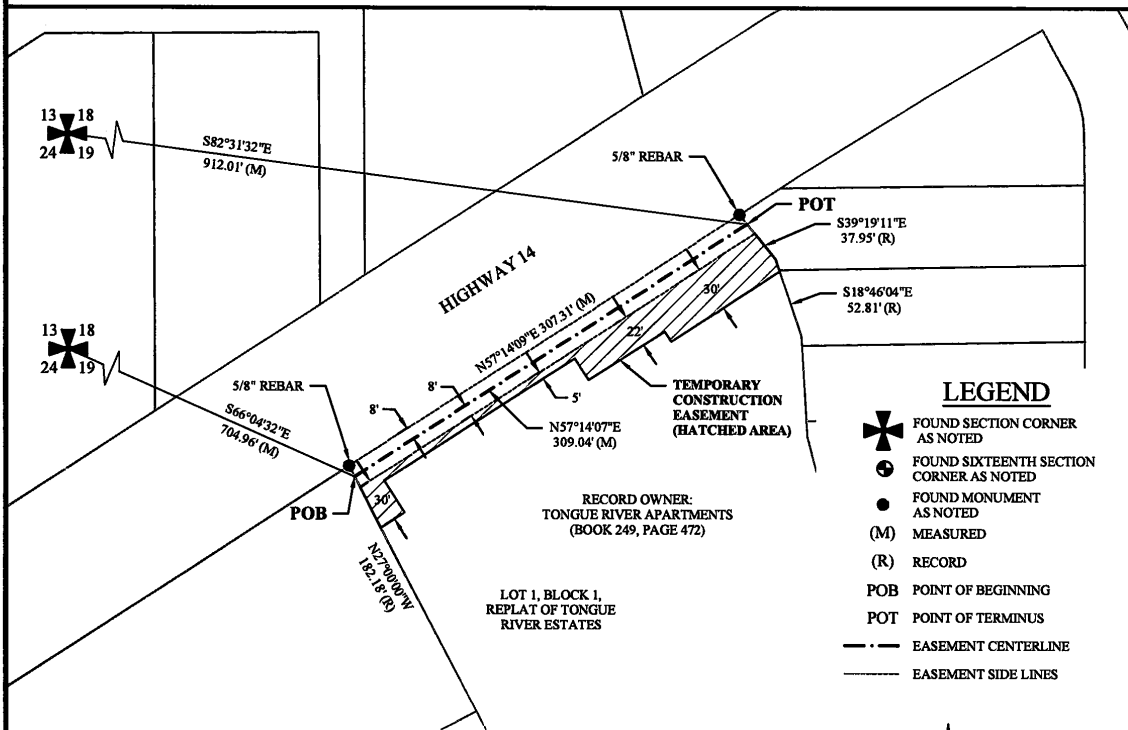
Said temporary construction easement contains 0.12 acre, more or less, and is subject to any right-of-way and/or easements, reservations and encumbrances which have been legally acquired.

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



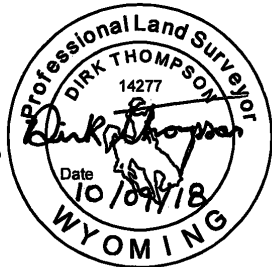
**TOWN OF RANCHESTER**

SCALE 1" = 500'



**LEGEND**

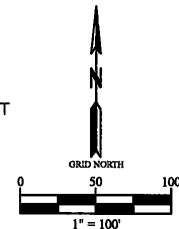
- FOUND SECTION CORNER AS NOTED
- FOUND SIXTEENTH SECTION CORNER AS NOTED
- FOUND MONUMENT AS NOTED
- (M) MEASURED
- (R) RECORD
- POB POINT OF BEGINNING
- POT POINT OF TERMINUS
- EASEMENT CENTERLINE
- EASEMENT SIDE LINES



2019-749954 5/15/2019 2:41 PM PAGE: 6 OF 8  
 BOOK: 580 PAGE: 643 FEES: \$33.00 HLM 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.



BASIS OF BEARINGS IS THE WYOMING COORDINATE SYSTEM NAD 1983, EAST CENTRAL ZONE

**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 307-672-0781

**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: 10-09-18 12:20 PM

## **RIGHT-OF-WAY DONATION CERTIFICATE**

**PROJECT:** Tongue River Valley Joint Powers Board, TRVJPB Dayton/Ranchester Natural Gas Utility Project

**PARCEL NUMBER** 57851920800118

**LANDOWNER NAME:** Tongue River Apartments, a Limited Partnership

I, Tongue River Apartments, a Limited Partnership being the owner of land situated in Sheridan County, Wyoming, more particularly described in Exhibit A Perpetual, Exhibit B Temporary Construction and Exhibit C Easement Detail.

Attached and made a part hereon Exhibit A Perpetual, Exhibit B Temporary Construction and Exhibit C Easement Detail

**THIS IS TO CERTIFY THAT:**

I have been informed by the Right-Of-Way representative for the designing firm of WWC Engineering for the need to secure right-of-way for perpetual and/or temporary construction easement purposes across the above described parcel of land.

I have been informed and/or discussed the proposed project with the Right-Of-Way representative of WWC Engineering and have been apprized to my satisfaction concerning the proposed construction details;

The proposed construction details as follows;

1. All disturbed areas within the temporary construction and permanent easement outside the boundary of right-of-way will be sloped, blended, top soil replaced where the land owner will be compensated for seed and seeding. It shall be the landowner's responsibility for success of the seeding.
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.

I release the Right-Of-Way Representative, the designing firm of WWC Engineering and Tongue River Valley Joint Powers Board, TRVJPB, Dayton/Ranchester Natural Gas Utility Project from any/all of its obligation to have the property appraised pursuant to 49 CFR Part 24-102(2)(i)(ii); I agree to sign and execute all necessary instruments granting the use of the perpetual and/or temporary construction easement in which to allow the necessary work to proceed on this referenced project.



Notwithstanding the above recited facts, I deem to donate the use of the Perpetual and/or Temporary Construction Easement free of any and all costs the above described parcel to the Tongue River Valley Joint Powers Board, TRVJPB, Dayton/Ranchester Natural Gas Utility Project and their representatives.

Dated this 13<sup>th</sup> day of May, 2019.

John A. Bosley, General Partner  
Tongue River Apartments, a Limited Partnership

**ACKNOWLEDGMENT**

STATE OF Wyoming )  
 ) ss:  
COUNTY OF Sheridan )

The foregoing instrument was acknowledged before me by

John A. Bosley

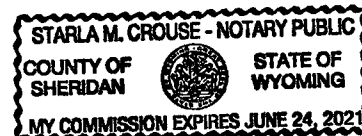
on this 13 day of May, 2019.

Witness my hand and official seal.

My Commission Expires: June 24, 2021

Starla M. Crouse

Notary Public



**NO. 2019-749954 EASEMENT**

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK  
WWC ENGINEERING  
SHERIDAN WY 82801