

## TRVJPB NATURAL GAS UTILITY PROJECT EASEMENT AGREEMENT

THIS AGREEMENT is entered into on this 28 day of July, 2021, between Beverly A. Lam and Lisa A. Lam of Ranchester, Wyoming, herein referred to as the "Grantor" and the Tongue River Valley Joint Powers Board, Sheridan County, Wyoming, hereinafter referred to as "Grantee".

### RECITALS

WHEREAS, Grantor owns certain real property, commonly referred to as Beverly A. Lam and Lisa A. Lam of Ranchester located in Sheridan County, Wyoming.

WHEREAS, Grantee seeks a perpetual easement right-of-way through and within property owned by Grantor, for the purpose of maintaining, repairing, and operating a natural gas line and main and the right of ingress and egress in, from and to said easement, for the purpose of inspecting, maintaining, replacing and repairing such gas mains and lines. Specifically, AN 8-FOOT-WIDE NATURAL GAS LINE EASEMENT, BEING THE WESTERLY 8 FEET THE SOUTHERLY 20 FEET OF LOT 5, BLOCK 1, REPLAT OF TONGUE RIVER ESTATES, TOWN OF RANCHESTER, SHERIDAN COUNTY, as shown on Exhibit "A", permanent easement, attached hereto and incorporated herein by reference.

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

### **1. Grant of Easement**

A. For good and consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants unto Grantee, its successors and assigns, a perpetual easement and right-of-way through and within Grantor's property, and as depicted on easement detail, Exhibit "A", for the purpose of maintaining, repairing, and operating a natural gas line and main and the right of ingress and egress in, from and to said easement for the purpose of inspecting, maintaining, replacing and repairing said natural gas main and line.

B. 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.

### **2. Restoration**

Upon completion of any repair, replacement 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. If and when Grantee makes any future

repairs to or replacement of the natural gas line 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 undertaking of such repairs and maintenance,

**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 28 day of July, 2021.

GRANTOR:

BY: Beverly A. Lam  
Beverly A. Lam

ACKNOWLEDGEMENT

STATE OF WYOMING )  
COUNTY OF Sheridan ) §

The foregoing instrument was acknowledged before me this 28 day of July, 2021, by Beverly A. Lam whose signatures have been attached in my presence as shown hereinabove as the Grantor.

WITNESS my hand and official seal.



Marlene E. Madden  
Notary Public

My Commission Expires: 10.27.24

IN WITNESS WHEREOF, the parties enter into this Easement Agreement this 28 day of July, 2021.

GRANTOR:

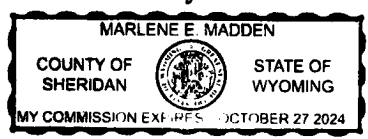
BY: Lisa A. Lam  
Lisa A. Lam

ACKNOWLEDGEMENT

STATE OF WYOMING )  
COUNTY OF Sheridan ) §

The foregoing instrument was acknowledged before me this 8 day of July, 2021, by Lisa A. Lam whose signatures have been attached in my presence as shown hereinabove as the Grantor.

WITNESS my hand and official seal.



Marlene E. Madden  
Notary Public

My Commission Expires: 10.27.24

**EXHIBIT "A"**

See attached diagram with description



**EXHIBIT "A"**

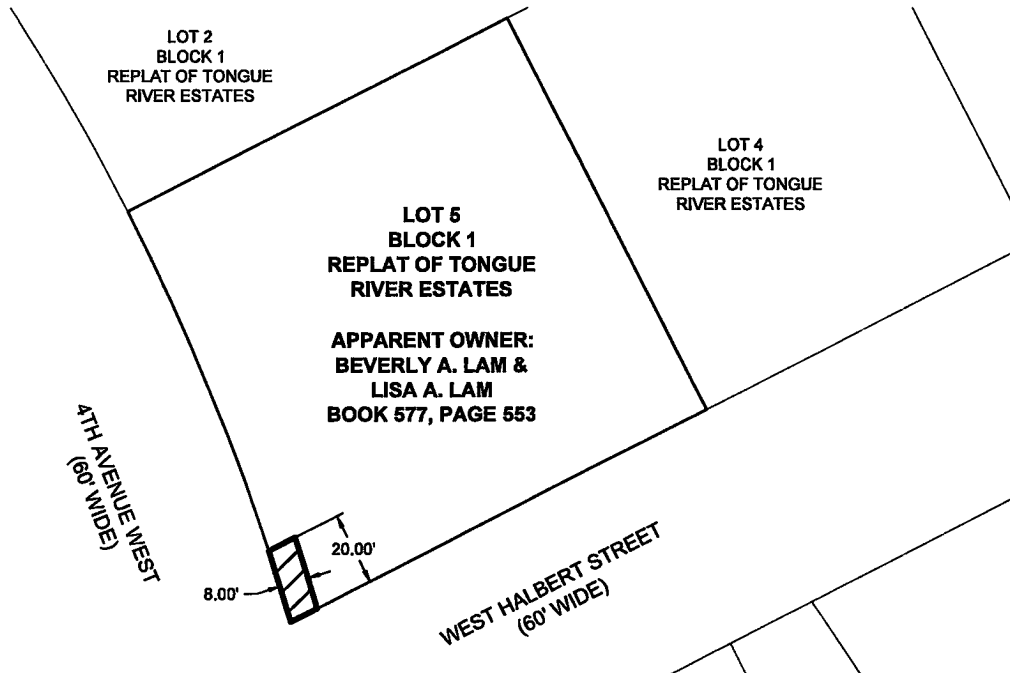
**BEVERLY A. LAM & LISA A. LAM  
TO  
TONGUE RIVER VALLEY  
JOINT POWERS BOARD  
NATURAL GAS LINE EASEMENT**

ACROSS A PORTION OF LOT 5, BLOCK 1,  
REPLAT OF TONGUE RIVER ESTATES,  
TOWN OF RANCHESTER,  
SHERIDAN COUNTY, WYOMING,  
ACCORDING TO THE OFFICIAL PLAT THEREOF,  
RECORDED ON JUNE 19TH, 1980  
IN PLAT BOOK 1, PAGE 302

AFFIX RECORDING LABEL HERE

**NOTE:**

THIS DRAWING SHOULD BE USED ONLY AS A REPRESENTATION OF  
THE LOCATION OF THE EASEMENT BEING CONVEYED. THE EXACT  
LOCATION OF ALL STRUCTURES, LINES AND APPURTENANCES IS  
SUBJECT TO CHANGE WITHIN THE BOUNDARIES OF THE  
DESCRIBED EASEMENT.

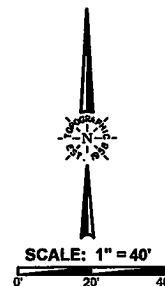


**NATURAL GAS LINE EASEMENT LEGAL DESCRIPTION**

AN 8 FOOT WIDE NATURAL GAS LINE EASEMENT, BEING THE WESTERLY 8 FEET THE SOUTHERLY  
20 FEET OF LOT 5, BLOCK 1, REPLAT OF TONGUE RIVER ESTATES, TOWN OF RANCHESTER,  
SHERIDAN COUNTY, WYOMING, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED ON  
JUNE 19TH, 1980 IN PLAT BOOK 1, PAGE 302;

SAID EASEMENT CONTAINING 162 SQUARE FEET, MORE OR LESS.

SUBJECT TO ANY EASEMENTS, EXCEPTIONS, RESERVATIONS, RESTRICTIONS,  
ENCUMBRANCES, OR CONDITIONS CONTAINED IN PRIOR CONVEYANCES  
OF RECORD.



**LEGEND**

- = PROPOSED NATURAL GAS LINE EASEMENT
- = SUBJECT PROPERTY BOUNDARY
- = SUBDIVISION LOT LINES

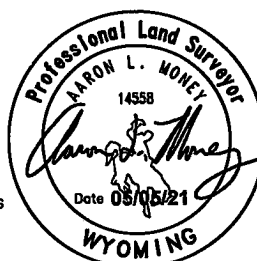
**NO. 2021-771125 EASEMENT**

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK  
BRUCE JENSEN P O BOX 1002  
GILLETTE WY 82717

**CERTIFICATE OF SURVEYOR**

STATE OF WYOMING }  
COUNTY OF NATRONA } s.s.

I, AARON L. MONEY, DO HEREBY CERTIFY THAT I AM A  
REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSED  
UNDER THE LAWS OF THE STATE OF WYOMING, AND THAT THIS  
EXHIBIT WAS PREPARED UTILIZING RECORD DOCUMENTS, AS  
SHOWN HEREON.



**PREPARED FOR:** TONGUE RIVER VALLEY JPB  
PO BOX 352  
DAYTON, WY 82838



**TOPOGRAPHIC**  
LOYALTY INNOVATION LEGACY

340 W. B STREET, Ste. 204 • CASPER, WYOMING 82501  
TELEPHONE: (307) 438-4567  
WWW.TOPOGRAPHIC.COM

PROJECT #132311 - MAY 5, 2021 - DRAWN BY: KLC - REVIEW BY: ALM