

PIPELINE EASEMENT AGREEMENT

*The THIS AGREEMENT (the "Agreement") is entered into by **Harry E. Washut, Jr.**, a married man dealing in his sole and separate property, whose address is P.O. Box 495, Story, Wyoming, 82842 (referred to hereinafter as "Grantor"), 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"), successor to Piney & Cruse Ditch Co., a Wyoming corporation.

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 himself and his heirs, successors and assigns, does hereby sell, grant, and convey to Grantee, its successors and assigns, a permanent Easement twenty (20) feet in width the location of which is set forth in **EXHIBIT A**, attached hereto and made a part hereof (hereinafter referred to as the "Easement"), to survey, construct, lay, maintain, operate, inspect, repair, replace, protect, alter, remove or abandon in place one (1) water pipeline, consisting of a pipe which is equal to or less than 36 inches in outer diameter, and appurtenances, equipment and facilities useful or incidental thereto, including, but not limited to valves, metering and corrosion control equipment 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 SW1/4, 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. In addition, Grantor hereby grants Grantee an easement for construction, maintenance, repair or replacement of the Pipeline ("Construction Easement"). The Construction Easement shall be a strip of land fifty (50) feet in width, abutting and lying westerly of the westerly edge of the pipeline Easement as described above. **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**. The Easement will extend ten (10) feet on each side of the centerline of the Pipeline as actually constructed. 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 all line pipe to a minimum depth of fifteen (15) feet and shall construct the pipeline in accordance with applicable Federal and State regulations.

3. Grantee may access the Easement by using public roads, the Grantor's private roads, any part of the Construction Easement, or on the Easement itself.

4. **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.

5. **Payments.**

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

b. If during initial construction of the pipeline, if Grantee uses or damages Grantor's property outside the described Easement or Construction Easement areas, Grantee shall pay Grantor \$500.00 per acre or part thereof for all such property used or damaged.

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

7. 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.

8. 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.

9. 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, provided that such use does not unreasonably interfere with the rights granted to Grantee herein.

10. 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.

11. Nondisturbance. Grantee and its employees and agents shall not disturb, use, or travel upon any other lands owned by Grantor outside the Easement and Construction Easement described herein unless provided for by separate agreement; except for existing access roads as needed for construction, maintenance or operations under the terms provided for herein.

12. 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.

13. 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 overnight courier delivery, certified mail (return receipt requested) or hand delivery.

14. 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.

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

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

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

18. 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.

19. 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.

20. 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.

21. **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.

22. **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 14 day of January, 2019.

GRANTOR:

Harry E. Washut, Jr.
Harry E. Washut, Jr.

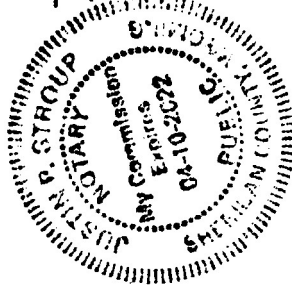
STATE OF WYOMING)
) ss.
County of Sheridan)

The foregoing instrument was acknowledged before me by Harry E. Washut, Jr., this 14 day of January, 2019.

Witness my hand and official seal.

[Signature]
Notary Public

My Commission Expires: 4/10/22



GRANTEE:

The **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 14 day of January, 2019.

Witness my hand and official seal.

[Signature]
Notary Public

My Commission Expires: 4/10/22

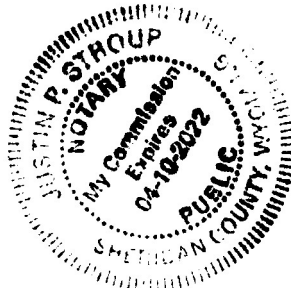




EXHIBIT A

A strip of land 20 ft. wide located in the SW $\frac{1}{4}$, 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 SW $\frac{1}{4}$, 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, N 68 ° 40' 17" E a distance of 287.02 ft. from the southwest corner of that certain tract of land described in Bk. 551, Pg. 543 of Deeds (also noted as Lot 1, Steingass Lot Split, Record of Survey #145), recorded in the office of Sheridan County Clerk, said southwest corner monumented with a "cap, PLS 2615", said point of beginning located on the north easterly boundary of said tract;

thence along said centerline N 19 ° 17' 27" E a distance of 386.58 ft. to the north line of that certain tract of land described in Bk. 562, Pg. 360 of Deeds (also noted as Lot 2, Steingass Lot Split, Record of Survey #145) to the end point of said strip of land: the sidelines of said strip of land to be shortened or lengthened to terminate at said boundary lines.

Said "cap PLS 2615" is a 2" diameter Al cap stamped LS 2615.

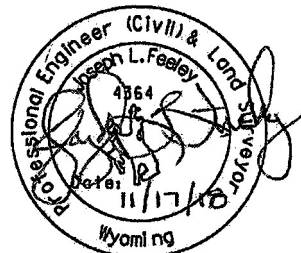
Said strip of land contains 0.18 acres more or less.

Basis of bearings is Wyoming State Plane, East 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.

NO. 2019-747572 EASEMENT
 EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
 WILCOX AGENCY
 SHERIDAN WY 82801

2019-747572 1/14/2019 4:27 PM PAGE: 5 OF 5
 BOOK: 578 PAGE: 618 FEES: \$24.00 MFP EASEMENT
 EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

