

TONGUE RIVER VALLEY JOINT POWERS BOARD 'TRVJPB'
NATURAL GAS UTILITY PROJECT EASEMENT AGREEMENT

THIS AGREEMENT IS ENTERED INTO on this ____ day of _____ A.D., 2020, between **James and Brooke Johnson**, 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 and Brooke Johnson** filed with Sheridan County, Wyoming

WHEREAS, **Grantee** seeks a 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 lines a perpetual natural gas utility perpetual easement, a said line being more particularly described as follows and as described in Exhibit A, permanent easement and Exhibit B, easement detail, attached herto and incorporated herin by reference:

Commencing at the southwest corner of Section 18, monumented with a 3-1/4" aluminum capped monument, LS No. 6594; thence N07°06'07"W, 1331.92 feet to the point of beginning of said easement, said point being the northwest corner of a tract of land described in Warranty Deed, Reception No. 2020-755746, also being on the north line of said SE1/4SE1/4 of Section 13, monumented with a 2" aluminum capped monument, PLS No. 6812; thence along north line of said tract N89°28'25"E, 155.00 feet to a point; thence S01°12'36"E, 6.47 feet to a point, monumented with a 3-1/4" brass capped monument, PLS 102; thence S89°31'44"E, 132.55 feet to the northeast corner of said tract, monumented with a 2" aluminum capped monument, PLS No. 6812; thence along east line of said tract S01°06'23"W, 12.00 feet to a point; thence N89°31'44"W, 132.41 feet to a point; thence N87°24'01"W, 155.20 feet to a point on the west line of said tract; thence along west line of said tract N00°04'24"E, 10.00 feet to the point of beginning of said easement.

Made apart hereon:

EXHIBIT 'A' Permanent Easement and EXHIBIT 'B' 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 perpetual easement and right-of-way through and within **Grantor** property, and as depicted on easement detail, Exhibit B, 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 lines and mains.
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 line as follows and described in Exhibit A, permanent easement and Exhibit B, easement detail for the purposes of construction and installing said natural gas lines and mains.

Commencing at the southwest corner of Section 18, monumented with a 3-1/4" aluminum capped

monument, LS No. 6594; thence N07°06'07"W, 1331.92 feet to the point of beginning of said easement, said point being the northwest corner of a tract of land described in Warranty Deed, Reception No. 2020-755746, also being on the north line of said SE1/4SE1/4 of Section 13, monumented with a 2" aluminum capped monument, PLS No. 6812; thence along north line of said tract N89°28'25"E, 155.00 feet to a point; thence S01°12'36"E, 6.47 feet to a point, monumented with a 3-1/4" brass capped monument, PLS 102; thence S89°31'44"E, 132.55 feet to the northeast corner of said tract, monumented with a 2" aluminum capped monument, PLS No. 6812; thence along east line of said tract S01°06'23"W, 12.00 feet to a point; thence N89°31'44"W, 132.41 feet to a point; thence N87°24'01"W, 155.20 feet to a point on the west line of said tract; thence along west line of said tract N00°04'24"E, 10.00 feet to the point of beginning of said easement.

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 restoring sloping, grading, replacement of topsoil and seeding. 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.

3. **Indemnity**

To the maximum extent permitted by law, **Grantee** shall, and hereby expressly agrees to defend, release, indemnify, and hold **Grantor**, its successors, assigns, members, officers, employees, and agents, harmless from and against any and all loss, expense, liens, claims, demands, and causes of action of every kind and character, for death, personal injury, property damage or other liability, damage, fine, or penalty, including costs, attorney fees, and settlements arising out of or in connection with **Grantee's** operations on the Lands by any act or omission of **Grantee** or any of its subcontractors, agents, employees, invitees or licensees.

Grantee shall have a period of thirty (30) days from and after the date entrance and use of this easement to reclaim and otherwise return all disturbed surfaces to the same or similar status as they were prior to **Grantee's** use and development of the easement. **Grantee** shall have until April 30, 2021 to reseed disturbed surfaces to the same or similar status as they were prior to **Grantee's** use and development of the easement. **Grantee** shall reclaim the surface of the lands affected by such operations as near as possible to the contours and quality which existed prior to such operations. **Grantee** shall use appropriate measures to prevent erosion and pollution.

For a period of 5 years after execution of this Agreement, **Grantee** shall be solely responsible and shall reclaim and/or compensate **Grantor** for surface damages, including but not limited to grass, tree, tree root damage, or other vegetation death, erosion, soil pollution, weed infestation, etc., as may be caused by **Grantee's** use and development of this easement over and across **Grantor's** property.

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

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

Dated this 4th day of January, 2020.


James Johnson


Brooke Johnson

ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by

Marlene E. Madden

on this 12th day of January, 2020.

Witness my hand and official seal.



My Commission Expires: 10.27.24



Notary Public



EXHIBIT "A"

Record Owner: James and Brooke Johnson

Re: Natural Gas Utility Easement to the Tongue River Valley Joint Powers Board

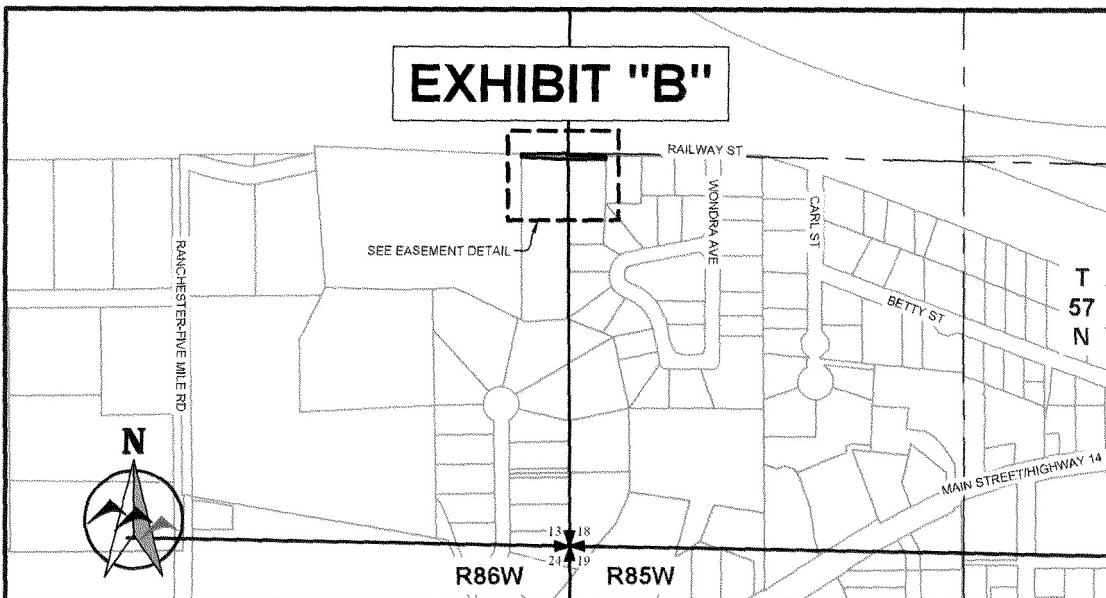
A perpetual natural gas utility easement located in the SE1/4SE1/4 of Section 13, Township 57 North, Range 86 West, and in Lot 4 of Section 18, Township 57 North, Range 85 West, 6th P.M., Sheridan County, Wyoming; shown on EXHIBIT "B" attached hereto and by this reference made a part hereof; said line being more particularly described as follows:

Commencing at the southwest corner of Section 18, monumented with a 3-1/4" aluminum capped monument, LS No. 6594; thence N07°06'07"W, 1331.92 feet to the point of beginning of said easement, said point being the northwest corner of a tract of land described in Warranty Deed, Reception No. 2020-755746, also being on the north line of said SE1/4SE1/4 of Section 13, monumented with a 2" aluminum capped monument, PLS No. 6812; thence along north line of said tract N89°28'25"E, 155.00 feet to a point; thence S01°12'36"E, 6.47 feet to a point, monumented with a 3-1/4" brass capped monument, PLS 102; thence S89°31'44"E, 132.55 feet to the northeast corner of said tract, monumented with a 2" aluminum capped monument, PLS No. 6812; thence along east line of said tract S01°06'23"W, 12.00 feet to a point; thence N89°31'44"W, 132.41 feet to a point; thence N87°24'01"W, 155.20 feet to a point on the west line of said tract; thence along west line of said tract N00°04'24"E, 10.00 feet to the point of beginning of said easement.

Said perpetual natural gas utility easement contains 0.09 acre, more or less, and is subject to any right-of-way and/or easements, reservations and encumbrances which have been legally acquired.

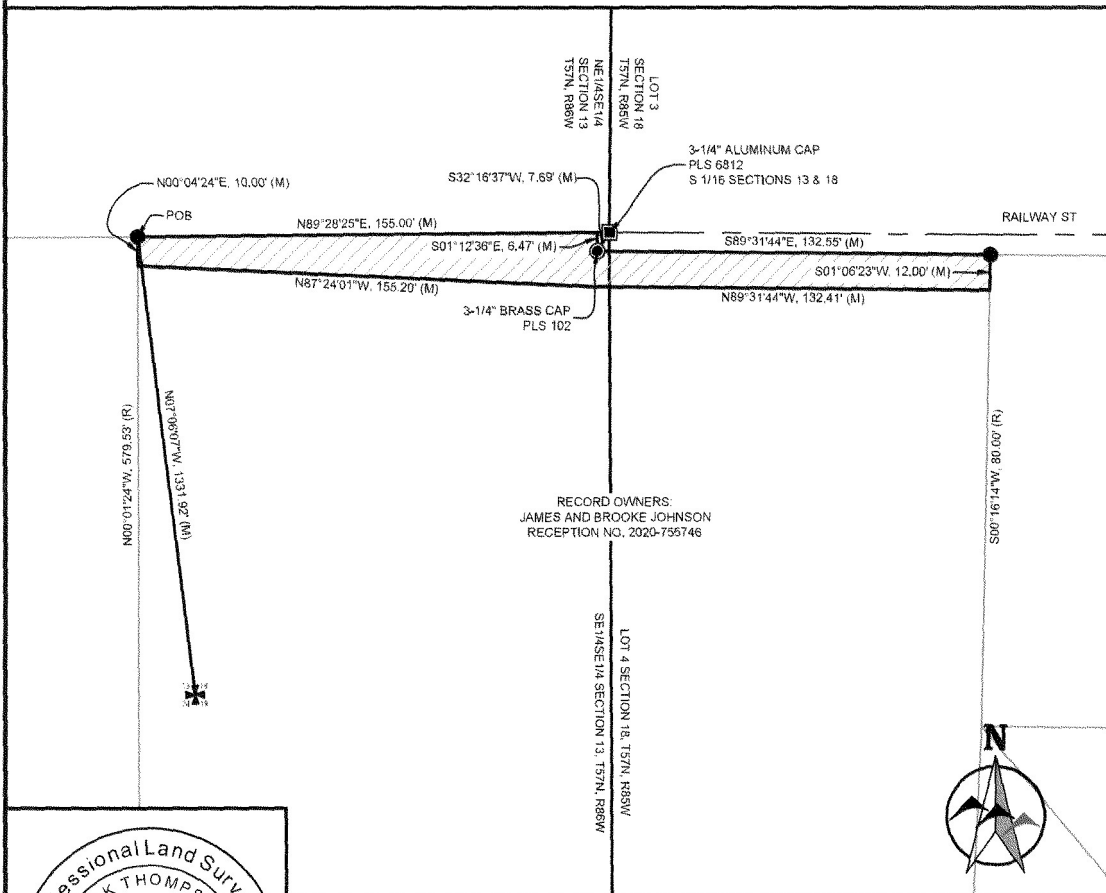
Basis of Bearings is the Wyoming Coordinate System NAD 1983, East Central Zone.

EXHIBIT "B"



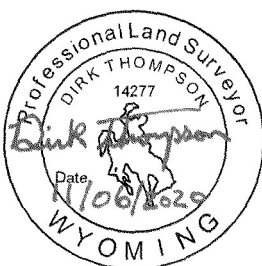
TOWN OF RANCHESTER

SCALE 1" = 500'



EASEMENT DETAIL

SCALE 1" = 50'



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.

LEGEND



FOUND SECTION CORNER
3-1/4" ALUMINUM CAPPED
MONUMENT - LS NO. 6594



FOUND 2" ALUMINUM CAPPED
MONUMENT PLS 6812
(OR AS NOTED)

(M) MEASURED

(R) RECORD

POB POINT OF BEGINNING

PERMANENT EASEMENT

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

SURVEYED BY: DRT
DRAWN BY: CIG
CHECKED BY: DRT
DATE: 11-05-20 3:25 PM

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

PREPARED BY:

WWC ENGINEERING
1649 Terra Avenue, Sheridan, WY 307-672-0761

**NATURAL GAS
UTILITY EASEMENT**
SE1/4SE1/4 SECTION 13,
T57N, R86W, 6TH P.M., AND
LOT 4 SECTION 18,
T57N, R85W, 6TH P.M.,
SHERIDAN COUNTY, WYOMING



RIGHT-OF-WAY DONATION CERTIFICATE

PROJECT: Tongue River Valley Joint Powers Board, TRVJPB Natural Gas Utility Project

PARCEL NUMBER: 57861340007733

LANDOWNER NAME: James and Brooke Johnson

I, **James Johnson and Brooke Johnson** being the owner of land situated in Sheridan County, Wyoming, more particularly described in Exhibit A Perpetual and Exhibit B Easement Detail:

Attached and made a part hereon Exhibit A Perpetual and Exhibit B 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 permanent 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 permanent construction easement outside the boundary of right-of-way will be sloped, blended, top soil replaced, and reseeded.
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 permanent construction easement in which to allow the necessary work to proceed on this referenced project.

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 4th day of January, 2021.

GRANTOR:

James Johnson

BY: 

Brooke Johnson

BY: 

ACKNOWLEDGEMENT

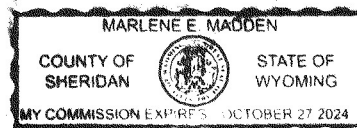
STATE OF WYOMING)

) ss:


COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this 12th day of January, 2021, by **James and Brooke Johnson**, whose signatures have been attached in my presence as shown hereinabove as the **Grantors**.

Witness my hand and official seal:



My Commission Expires: 10-27-24


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.

NO. 2021-765544 EASEMENT

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
WWC ENGINEERING 1849 TERRA AVE
SHERIDAN WY 82801