

### DEED OF EASEMENT

This Deed of Easement is entered into this 10<sup>th</sup> day of December, 2015, by and between Samuel Damon and Janette Mydland, husband and wife, with an address of 2930 West 17th Street, Sheridan, Wyoming, 82801, (hereinafter the "**Grantors**"), and the United States of America and its assigns (hereinafter the "**Grantee**"). Grantors do hereby grant and convey, for and in consideration of Two Thousand Nine Hundred and Forty Dollars (\$2,940), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, unto Grantee, its successors and assigns, an easement and right of way over a thirty (30) foot strip of land extending fifteen (15) feet from each side of a centerline, as depicted and described within Exhibit B, "Legal Description of Property" and on Exhibit B-2, "Survey of Easement Area," attached hereto and made a part hereof, to last in perpetuity for the installation, operation, maintenance, repair, and replacement of underground water lines (the "**Permanent Easement**"). In conjunction with these rights, the Grantee shall have the ability to place personnel, equipment, construction materials, and other items as determined by the Grantee, on the surface of the Permanent Easement.

The Grantors' property, upon which the Permanent Easement is situated, is located in the County of Sheridan, State of Wyoming. The acquiring agency is the Department of Veterans Affairs ("**VA**").

The Permanent Easement is intended to establish that Government has, for the purpose of the installation; operation; maintenance; repair; and replacement of underground water lines, a permanent thirty (30) foot strip of land extending fifteen (15) feet from each side of the centerline in the area described in Exhibit B and Exhibit B-2. The Permanent Easement does not create or extinguish any existing rights regarding the Government's water lines, with the exception of expanding the easement area.

The Easement is granted subject to the following conditions and provisions:

1. That the Grantors reserve unto themselves rights for all purposes across, over, or under the Permanent Easement such rights, however, to be exercised in a manner which will not create undue interference with the use and enjoyment by the Grantee of said Permanent Easement, and are not covenanted by the Grantors in another part of this Deed of Easement.
2. Grantors covenant and agree that no building, structure or other above-ground improvement shall be erected or constructed on the Permanent Easement without VA's prior written consent, and that the present grade or ground level of the property depicted and described in Permanent Easement shall not be changed by excavation or filling without VA's prior written consent (both of which consents may be withheld in the sole and absolute discretion of VA). Any construction by the Grantors in connection with the rights so reserved shall be at the expense of the Grantors.
3. Underground water lines shall be installed, operated, maintained, reconstructed, repaired, and replaced by the Grantee within the Permanent Easement without cost to the Grantors. The Grantee shall replace, repair, restore, or relocate any property



of the Grantors affected or damaged directly or indirectly by the construction, reconstruction, installation, operation, maintenance, and replacement of said facilities.

3. Except in the event of an emergency, Grantors shall make all reasonable efforts to give Grantee reasonable prior notice of its intention to perform work on the Permanent Easement.

4. The Permanent Easement granted herein shall run with land, burden the Permanent Easement area, as more particularly described within Exhibit B, "Legal Description of Property," and in Exhibit B-2, attached hereto and incorporated by reference herein.

5. The liability, if any, of the United States for injury or loss of property, or personal injury or death shall be governed exclusively by the provisions of the Federal Tort Claims Act.


6. This instrument shall be binding upon Grantors, Grantee and their respective successors, successors-in-title and assigns. As used herein the terms Grantors and Grantee shall be deemed to be refer individually and collectively to the Grantors, Grantee and their respective successors and successors-in-title and assigns.

**[Signatures at will follow on the next page]**



IN WITNESS WHEREOF that Samuel Damon and Janette Mydland, husband and wife, with an address of 2930 West 17<sup>th</sup> Street, Sheridan, Wyoming, 82801, caused this Deed of Easement to be executed in its name and on its behalf this 10<sup>th</sup> Day of December 2015.


By (Signature):

  
Samuel Damon

By (Signature):

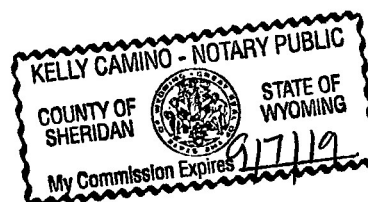
  
Janette Mydland

ON THIS 10<sup>th</sup> day of December, 2015, before me a Notary Public in and for the State of Wyoming, personally appeared to me Samuel Damon & Janette Mydland, well known and known by me to be Samuel Damon & Janette Mydland, whose name is subscribed to the within instrument and acknowledged that he/she executed the same as a voluntary act and deed of \_\_\_\_\_, within the scope of his/her lawful authority.

  
Notary Public  
State of Wyoming

My commission expires:

9/7/2019





## **EXHIBIT A**

### **LEGAL DESCRIPTION OF THE PROPERTY**

A thirty (30) foot wide Permanent Line Easement being fifteen (15) feet each side of the centerline as shown on Exhibit B-2 and a twenty (20) foot wide Temporary Construction Easement being ten (10) feet each side of said permanent water line easement all located in Tract 1 of the SE1/4 SE1/4 Section 17, T.56N., R.84W., of the Sixth Principal Meridian, Sheridan County, Wyoming, as recorded in Instrument No. 237586 at the office of the Sheridan County Clerk, Sheridan County, Wyoming.

Said Centerline of Permanent Water Line Easement and Temporary Construction Easement more particularly described as:

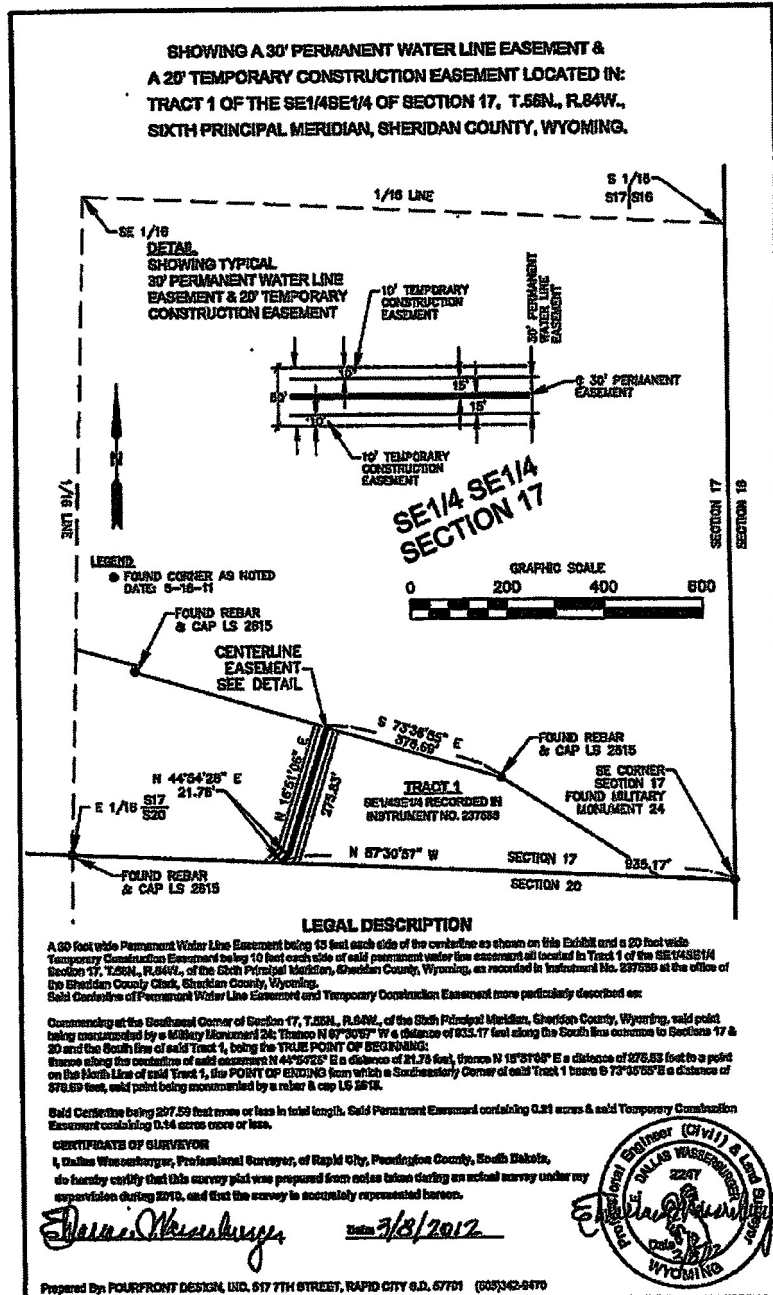
Commencing at the Southeast Corner of Section 17, T.56M., R.84W., of the Sixth Principal Meridian, Sheridan County, Wyoming, said point being monumented by a Military Monument 24; Thence N87°30'57" W a distance of 935.17 feet along the South line common to Sections 17 & 20 and the South line of said Tract 1, being the TRUE POINT OF BEGINNING:

Thence along the centerline of said easement 44°54'26" E a distance of 21.78 feet, thence N 16°51'06" E a distance of 275.83 feet to a point on the North Line of Said Tract 1, the POINT OF ENDING from which a Southeasterly Corner of Said Tract 1 bears S 73°36'55"E a distance of 376.69 feet, said point being monumented by a rebar & cap LS 2615.

Said Centerline being 297.59 feet more or less in total length. Said Permanent Easement containing 0.21 acres & said Temporary Construction Easement containing 0.14 acres more or less.



**EXHIBIT B**  
**SURVEY OF EASEMENT AREA**



**NO. 2015-723957 EASEMENT**

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK  
WILCOX AGENCY  
SHERIDAN WY 82801