

TEMPORARY DEED OF EASEMENT

This Temporary Deed of Easement is entered into this 10 day of Dec, 2015, by and between Sheridan Heights Ranch, a Wyoming limited liability company (hereinafter the "Grantor"), and the United States of America and its assigns (hereinafter the "Grantee"). Grantor does hereby grant and convey, for and in consideration of One Thousand Three Hundred Sixty Dollars (\$1,360.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, unto the Grantee, its successors and assigns, a temporary easement and right of way for the installation of underground water lines for a period of twelve (12) months that will allow the Grantee to utilize the surface of the property as a staging ground for personnel, equipment, construction materials, and other items as determined by the Grantee (the "Temporary Easement"). The Temporary Easement shall extend ten (10) feet from the outer boundaries of the permanent easement area encumbered in perpetuity, as depicted and described within Exhibit A, "Legal Description of Property," and Exhibit B, "Survey of Easement Area," attached hereto and made a part hereof.

The Grantor's property, upon which the Temporary Easement is situated, is located in the County of Sheridan, State of Wyoming. The acquiring federal agency is the Department of Veteran Affairs ("VA").

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

1. That the Grantor reserves unto itself rights for all purposes across, over, or under the Temporary Easement herein depicted or described; 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 Temporary Easement, and are not covenanted by the Grantor in another part of this Temporary Deed of Easement.
2. Grantor covenants and agrees that no building, structure or other above-ground improvement shall be erected or constructed on the Temporary Easement without VA's prior written consent, and that the present grade or ground level of the property depicted and described in the Temporary Easement shall not be materially changed by excavation or filling without VA's prior written consent, which consent will not be unreasonably withheld. Notwithstanding the foregoing, in the event of development or subdivision of Grantor's property, Grantor reserves the right to construct roads over and across the Temporary Easement and to alter the present grade and ground level of the property in the Temporary Easement subject to VA's prior written approval which shall not be unreasonably withheld. Any construction by the Grantor in connection with the rights so reserved shall be at the expense of the Grantor.
3. Except in the event of an emergency, Grantee shall provide a minimum of forty-eight (48) hours written advance notice to Grantor prior to initiating work under the terms of this Temporary Easement detailing the commencement of the twelve (12) month period and the estimated period of construction anticipated by Grantee affecting Grantor's property.



4. Underground water lines shall be installed, operated, maintained, reconstructed, repaired, and replaced by the Grantee within the permanent easement without cost to the Grantor. The Grantee shall replace, repair, restore, or relocate any property, including agricultural crops, of the Grantor affected or damaged directly or indirectly by the construction, reconstruction, installation, operation, maintenance, and replacement of said facilities.
5. While Grantor's property is actively in agricultural use, the Grantee, in order to eliminate any financial impact of construction or maintenance activities related to the water line and Grantor's agricultural crops, will not mobilize or conduct any construction or maintenance activities, except in the case of emergency repairs, between May 1 and September 1 to avoid damaging Grantor's crops.
6. Except in the event of an emergency, Grantor shall make all reasonable efforts to give Grantee reasonable prior notice of its intention to perform work on the Temporary Easement.
7. The easement granted herein shall run with land, burden the Temporary Easement area, as more particularly described in Exhibit B, attached hereto and incorporated by reference herein.
8. The liability, if any, of the United States of America for injury or loss of property, or personal injury or death shall be governed exclusively by the provisions of the Federal Tort Claims Act.
9. This instrument shall be binding upon Grantor, Grantee and their respective successors, successors-in-title and assigns. As used herein, the terms Grantor and Grantee shall be deemed to be refer individually and collectively to Grantor, Grantee and their respective successors and successors-in-title and assigns.
10. Grantee may place no permanent above ground facilities on the Temporary Easement other than pipeline markers.
11. Unless otherwise provided in a writing signed by Grantor, Grantee shall confine its operations to the Temporary Easement and shall not disturb or damage any of Grantor's land outside the Temporary Easement.
12. Following construction or repair and in any event no later than one (1) year following completion of such construction or repair activity (unless extended to a later date by agreement of the Grantor), Grantee will fully restore and reclaim the property to the condition as existed prior to any such operations so that there shall not be any permanent mounds, ridges, sinks, or trenches along the easement area. To the extent possible, Grantee will make best efforts to separate topsoil from fill and return the topsoil to its place in the soil horizon. Grantee will bury or remove all rocks greater than three inches in diameter uncovered or exposed during Grantee's operations. If the earth covering the pipeline settles or sinks, Grantee will return to compact and regrade such area to eliminate such settlement from the surrounding grade.



13. To the extent possible, Grantee will take all reasonable precautions to keep livestock on Grantor's lands from being injured by any open ditch or trench constructed by Grantee, which are affected by Grantee's exercise of its rights under this Temporary Easement. Grantor will make reasonable efforts to coordinate with Grantee to assist with the management of any livestock which may be affected by Grantee's exercise of its rights under this Temporary Easement. No open ditches or trenches shall be left unsupervised or left open by Grantee during any periods of time while construction is not actively taking place without being temporarily fenced if livestock are in the pasture where construction is taking place. Grantee will not leave fences or gates open. Grantee will fully restore and replace any and all damage done to any fences of Grantor cut or otherwise damaged by Grantee in exercising any of the rights granted by this Temporary Easement.

14. Grantee will reseed disturbed areas with a seed mixture reasonably acceptable to Grantor and will establish a growing ground cover on the disturbed areas. The actual reseeding of the disturbed areas shall occur as soon as reasonably practicable.

15. Grantee shall keep the Temporary Easement area free of trash and debris. Grantee shall not permit or allow its agents, employees, contractors, successors, or assigns to carry any firearms, explosives, crossbows, or other weapons while on Grantor's lands. Grantee, its agents, employees, contractors, successors, or assigns are not permitted to hunt or camp on said premises or use the lands for any recreational purpose.

16. All artifacts, fossils, relics, or other items discovered on the lands of Grantor by Grantee during construction and operation of the pipeline belong to Grantor. Upon discovery, such findings shall be reported to Grantor and shall be left in place or turned over to Grantor, as Grantor shall direct.

17. Grantor makes no warranty of title or otherwise in entering into this Agreement. Grantee shall be responsible for assuring that its use of the Temporary Easement area does not conflict with any third party pipelines, easements, or surface use agreements.

18. Grantee shall not store or discharge on the Permanent Easement any toxic or hazardous wastes or substances.

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IN WITNESS WHEREOF that Donald B. Roberts caused this Temporary Deed of Easement to be executed on behalf of Sheridan Heights Ranch, LLC this 10 Day of December, 2015.

By

Donald B. Roberts, Manager
Sheridan Heights Ranch LLC

STATE OF WYOMING]
COUNTY OF SHERIDAN]

ON THIS _____ day of _____, 2015, before me a Notary Public in and for the State of Wyoming, personally appeared to me _____, well known and known by me to be _____, 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.

See Attached
Notary Public
State of Wyoming

My commission expires:



EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

A thirty (30) foot wide Permanent Water Line Easement being fifteen (15) feet each side of the centerline as shown on this Exhibit B and a twenty (20) foot wide Temporary Construction Easement being ten (10) feet each side of said permanent water line easement all located in NE $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$ Section 20, T.56N., R.84W., of the Sixth Principal Meridian, Sheridan County, Wyoming.

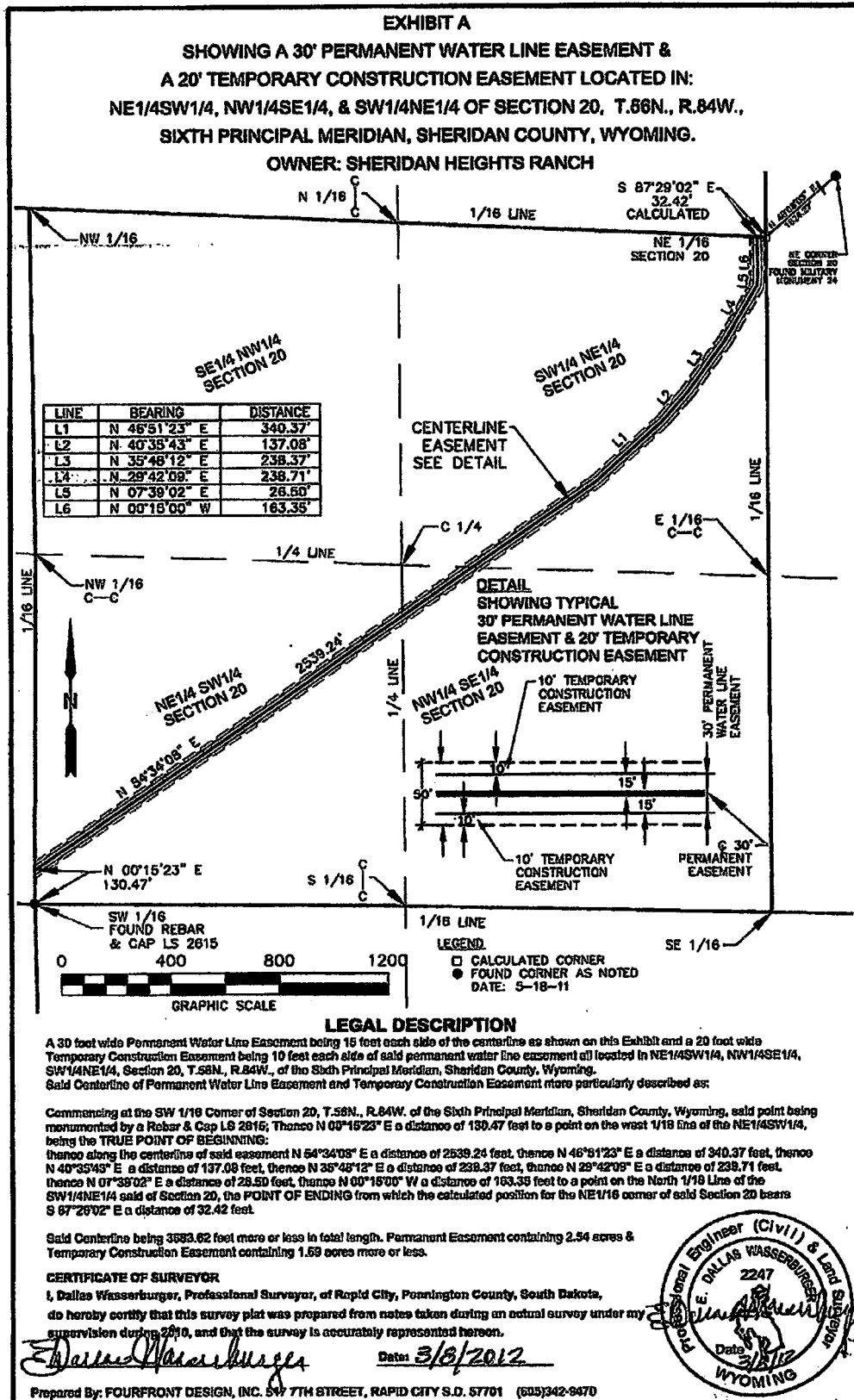
Said Centerline of Permanent Water line Easement and Temporary Construction Easement more particularly described as follows:

Commencing at the SW 1/16 Corner of Section 20, T56N, R.84W. of the Sixth Principal Meridian, Sheridan County, Wyoming, said point being monumented by a Rebar & Cap LS 2615; thence N00°15'23"E a distance of 130.47 feet to a point on west 1/16 line of the NE $\frac{1}{4}$ SW $\frac{1}{4}$, being the TRUE POINT OF BEGINNING:

Thence along the centerline of said easement N54°34'08"E a distance of 2539.24 feet, thence N46°51'23"E a distance of 340.37 feet, thence N40°35'43"E a distance of 137.08 feet, thence N35°48'12"E a distance of 238.37 feet, thence N29°42'09"E a distance of 238.71 feet, thence N07°39'02"E a distance of 26.50 feet, thence N00°15'00"W a distance of 163.35 feet to a point on the North 1/16 Line of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 20, the POINT OF ENDING from which the calculated position for the NE1/16 corner of said Section 20 bears S87°29'02"E a distance of 32.42 feet.

Said Centerline being 3683.62 feet more or less in total length. Permanent Easement containing 2.54 acres & Temporary Construction Easement containing 1.69 acres more or less.

EXHIBIT B **SURVEY OF EASEMENT AREA**





CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Monterey)

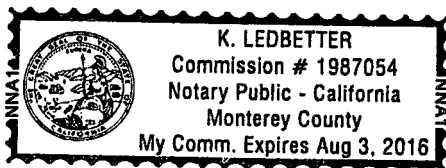
On Dec. 10, 2015 before me, K. Ledbetter, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Donald B Roberts
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Temporary Deed of Easement Document Date: 12/10/15
Number of Pages: 7 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____