



## DEED OF EASEMENT

This Deed of Easement is entered into this 10 day of Dec, 2015, by and between Sheridan Heights Ranch LLC, 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 Ten Thousand One Hundred Forty Dollars (\$10,140.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, unto the Grantee 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 A, "Legal Description of Property," and Exhibit B, "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 Grantor's property, upon which the Permanent 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 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. 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 Grantor reserves unto itself 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 Grantor in another part of this Deed of Easement.
2. Grantor covenants and agrees that no building, structure or other above-ground improvement (the "Non-Exempted Improvements"), with the exception of roads, curb, gutter sidewalks, fencing, both wet and dry utilities, and all other infrastructure that is customarily part of a residential subdivision ( the "Exempted Improvements"), shall be erected or constructed on the Permanent Easement without VA's prior written consent. Grantor covenants and agrees that the present grade or ground level of the property depicted and described in the Permanent Easement shall not be materially changed by excavation or filling, greater than 18 inches, 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, curb, gutter sidewalks, fencing, both wet and dry utilities, and all other



infrastructure that is customarily part of a residential subdivision over and across the Permanent Easement. The alteration of the present grade and ground level of the property in the Permanent Easement shall be subject to VA's prior written approval, which shall not be unreasonably withheld. Any roads constructed within the Permanent Easement may periodically cross the Permanent Easement area in a perpendicular fashion but shall not be built in a parallel fashion relative to the underground water lines within the Permanent Easement. Any construction by the Grantor in connection with the rights so reserved shall be at the expense of the Grantor. If the Grantor or a subsequent rights holder desires to erect any Non-Exempted Improvement over the Permanent Easement, that improvement shall not impede VA's ability to access the water line in the event of future maintenance or repairs. VA, upon receiving a proposal in writing from Grantor to materially alter the grade or construct any Exempted Improvements within the Permanent Easement area will provide a written response to Grantor concerning the proposal within forty-five (45) calendar days; otherwise, the proposal will be deemed approved as long as VA's rights under the Permanent Easement are not obstructed in any fashion.

3. 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.

4. 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 on the Permanent Easement areas, except in the case of emergency repairs, between May 1 and September 1 to avoid damaging Grantor's crops.

5. 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 Permanent Easement.

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

7. 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.

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



9. Grantee may place no permanent above ground facilities on the Permanent Easement other than pipeline markers.

10. Unless otherwise provided in a writing signed by Grantor, Grantee shall confine its operations to the Permanent Easement and shall not disturb or damage any of Grantor's land outside the Permanent Easement.

11. 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.

12. 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 Permanent 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 Permanent Easement; however, neither Grantee's employees nor agents will be responsible for directly managing or herding any livestock. 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 Permanent Easement.

13. 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.

14. Grantee shall keep the Permanent 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.

15. 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.




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

17. 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 Permanent 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:

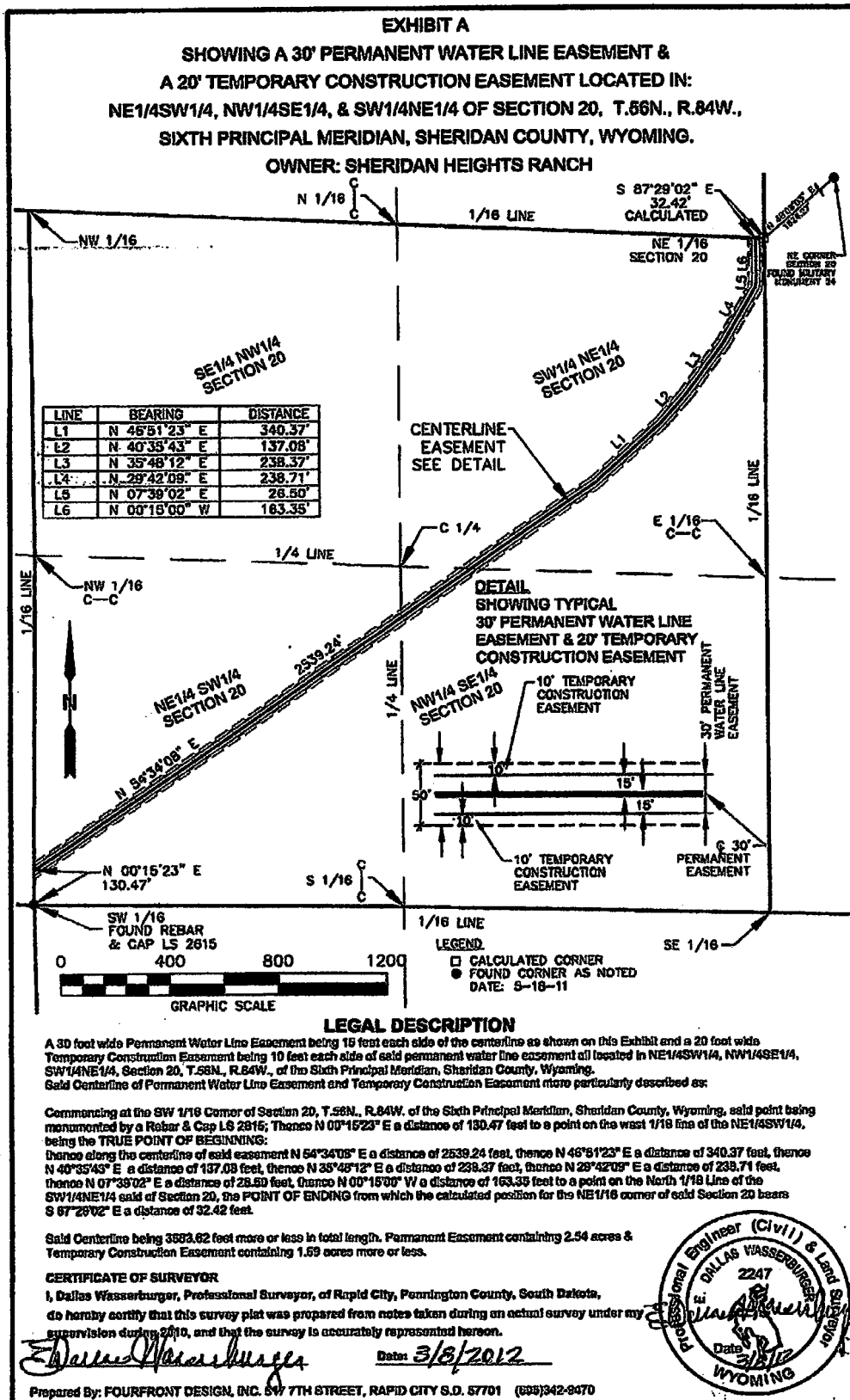
Thence along the centerline of said easement N54°34'08"E a distance of 2539.24 feet, thence N46°51'23"E a distance of 340.37 feet, thence N40°35'43"E a distance of 137.08 feet, thence N35°48'12"E a distance of 238.37 feet, thence N29°42'09"E a distance of 238.71 feet, thence N07°39'02"E a distance of 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.

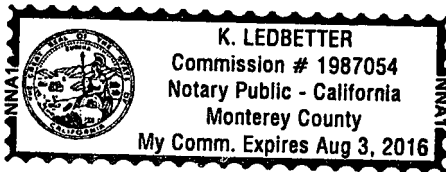
State of California )  
County of Monterey )  
On Dec 10, 2015 before me, K. Leadbetter, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Donald B. Roberts  
Name(s) of Signer(s)

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: Deed of Easement Document Date: 12/10/15  
Number of Pages: \_\_\_\_\_ 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: \_\_\_\_\_

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☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
 Signer Is Representing: \_\_\_\_\_