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Bloomquist Law Firm, P.C.
P.O. Box 1418
Dillon, MT 59725

PIPELINE EASEMENT AGREEMENT AND GRANT OF EASEMENT

THIS EASEMENT AGREEMENT AND GRANT OF EASEMENT ("Easement" or "Agreement") is made and entered into this 5th day of August, 2021, by and between **Natural Guardian, LLC**, 4609 W. 65th S., Idaho Falls, Idaho 83402, hereinafter referred to as "Grantor," and **David J. Hagenbarth and James F. Hagenbarth**, of P.O. Box 1128, Dillon, Montana 59725, hereinafter referred to as "Grantees."

WITNESSETH

WHEREAS, Grantor is the owner of certain real property located in Clark County, Idaho, described as follows:

NWNWSW of Section 5, Township 13 North, Range 41 East

WHEREAS, Grantees are the owners of certain real property located in Clark County, Idaho described as follows:

SENESE of Section 6, Township 13 North, Range 41 East

WHEREAS, Grantees wish to obtain an easement for a diversion structure and buried water pipeline which will cross the Grantors property generally described above and Grantor is willing to grant such an easement to the Grantees for the benefit of the Grantees property generally described above;

NOW, THEREFORE, for and in consideration of the mutual covenants made and set out herein, the parties agree as follows:

1. Grantor does hereby grant, bargain, sell and convey to Grantees, their heirs, assigns, and successors a 20-foot exclusive, perpetual easement, over, across, and under Grantor's property for Grantee's diversion structure and water pipeline set forth in Grantee's Application for Permit No. 21-13288 for a water right from Taylor Creek, and as set forth and further described in this agreement.

2. The easement shall be twenty (20) feet in width and run over, across, and under Grantor's property in the NWNWSW of Section 5, Township 13 North, Range 41 East, Clark County, Idaho to a stock water tank located on Grantee's property in the SENESE of Section 6, Township 13 North, Range 41 East, Clark County, Idaho.

3. Grantee's plan to place an upright culvert off stream for a sump. A headwall will be used to back up the water to fill the sump when in use. A two-inch plastic pipe will be buried approximately two-feet deep and run from the sump for approximately 1,000 feet to a rubber tire trough with a float valve. Water will only be diverted when cattle are in Grantee's field. A control nozzle may be used to prevent freezing in the fall.

4. The water pipeline begins on Grantor's land in the NWNWSE, of Section 5, T13N, R41E and will run for approximately 1000 feet in a southwesterly direction across Grantor's land to the stock water trough on Grantee's land located in the SENESE of Section 6, T13N, R14E. Permit Application 21-13288 maps show the general location of the easement. The exact location is indicated by the general description above and burial of the pipeline.

5. The easement granted herein is solely for the purpose of access and to maintain and repair Grantee's diversion structure from Taylor Creek; and to access, maintain, and repair Grantees underground water pipeline used to convey water for stock water purposes. Grantees do not have the right to use the easement for any other purposes.

6. Grantor expressly grants to Grantees, their agents, heirs, assigns, and successors an easement for the right to enter upon the lands of the Grantor for the purpose of access, and to inspect, maintain, and repair Grantee's diversion structure and water pipeline within a twenty (20) foot strip whenever such activities are required. Grantee's means of access to the pipeline for purposes of construction, inspection, maintenance, and repair may be by motor vehicle, all terrain vehicle, pedestrian, or horseback.

7. All construction, maintenance, or repair of the easement shall be the obligation of the Grantees including gates and fencing if necessary. Grantees are responsible for weed control measures and the costs associated with weed control within the 20-foot water pipeline easement and the area disturbed by construction around the diversion structure.

8. Grantees will not permit any construction lien to attach to the Grantor's property because of any services or materials which the Grantees contract for in connection with making improvements, construction, maintenance or repair within the easement.

9. Should Grantee, their heirs, assigns, or successors cease to use the water and abandon the project for a period of five (5) continuous years, the easement will be deemed abandon. The diversion structure will be removed at Grantees expense.

10. This Agreement shall "run with the land" referred to herein and extend to and be binding upon the heirs, assigns, and successors of the Grantor and Grantees hereto except as further set forth. In the event Grantees property described herein is conveyed to other than Grantees heirs, or the Grantees assigns or successors are not family members related in fact to the Grantees herein, or are not members of a Grantees' family owned entity, Grantor, its assigns or successors may terminate this Agreement and the Easement if any conflict arises between the two property owners. Grantor, its assigns, or successors, shall give 60 day's written notice to the unrelated assigns or successors then owning Grantees property. After the 60 days' notice expires, Grantor, its assigns or successors, must record a Notice of Termination of Agreement and Easement with the Clerk and Recorder in Clark County, Idaho, to effectuate termination of the Agreement and the Easement.

11. Grantees agree to indemnify and hold Grantor harmless from any claim of injury to persons or property resulting from use of said easement by Grantees, their agents, heirs, and successors. If any claim of injury was caused by the Grantor's negligence, then the Grantee's liability under this provision will be reduced in proportion to the Grantor's contributory negligence.

12. This agreement and the easement which is the subject of this agreement may only be modified in writing and signed by each party. Any attempt to transfer or assign this easement or any interest in this easement for the benefit of land other than the Grantee's property described above without the written consent of Grantor and Grantees, will be void, and will have no force and effect.

13. This Agreement shall be recorded with the Clark County Clerk and Recorder's office, Dubois, Idaho.

Grantor: Natural Guardian, LLC

Grantees:

By:

[Signature]

[Signature]
David J. Hagenbarth

Its:

PRESIDENT OF ITS MANAGER

[Signature]
James F. Hagenbarth

STATE OF IDAHO
COUNTY OF CLARK

This instrument was signed or acknowledged before me on this 20 day of AUGUST, 2021, by DUSTIN BARTON, known to me or proved to me to be the PRESIDENT OF MANAGER of **Natural Guardian, LLC**.



[Signature]
Notary Signature

STATE OF MONTANA
COUNTY OF BEAVERHEAD

This instrument was signed or acknowledged before me on this 5th day of August, 2021, by **David J. Hagenbarth**, known to me or proved to me to be the person whose name is subscribed within this instrument, and acknowledged to me that he executed the same.



[Signature]
Notary Signature

STATE OF MONTANA
COUNTY OF BEAVERHEAD

This instrument was signed or acknowledged before me on this 5th day of August, 2021, by **James F. Hagenbarth**, known to me or proved to me to be the person whose name is subscribed within this instrument, and acknowledged to me that he executed the same.



Erin A. Freitas
Notary Signature