

Project No. I-093-6 (1)  
Road Sheridan-Monarch road  
County Sheridan

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT entered into on this 15 day of April, A. D., 1958, by and between John E. Rice & Sons, Inc.

hereinafter referred to as the "Landowner", and the State Highway Department, acting by and through its Right-of-Way Division, hereinafter referred to as the "Department".

WITNESSETH:

WHEREAS, the Department is desirous of securing certain lands, title to which lies in the Landowner, for the purpose of constructing a public highway thereon; and

WHEREAS, the Landowner is desirous of conveying the said property to the Department but is unable to do so at this date for the reason that an instrument of conveyance has not been prepared.

NOW THEREFORE, in consideration of the payment by the Department of the sum of one dollars (\$ 1.00 ), the sufficiency and receipt of which is hereby acknowledged by the Landowner, the parties hereto agree as follows, to wit:

1. The Department shall prepare a Right of Way Easement and shall submit the same to the Landowner on or before April 15, 1958. The said Right of Way Easement shall contain the usual covenants and provisions, and in addition thereto shall also provide that --- No access shall be permitted.

Considerations not contained in the easement:

- (1) An 8' x 3' Concrete stock underpass (also used for drainage purposes) will be built at station ~~650~~, plus or minus 649+50
- (2) A three span bridge (20'-24'-20'--14 ft. clearance) for use as a machinery pass, will be built at station 687 plus or minus.
- (3) A three span bridge (20'-24'-20'--12 ft. clearance) for use as a machinery pass, will be built at station 743450, plus or minus.
- (4) A three span bridge (20'-24'-20'--14 ft. clearance) for use as a machinery pass, will be built at station 780, plus or minus.
- (5) Right of way will be fenced before construction (other than fencing) begins. This fence shall consist of 32-inch woven wire plus 3-strands of barbed wire above, with posts a rod apart.
- (6) Irrigation water to be carried under the road to the West of station 761, plus or minus.

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2. The Landowner, upon the payment by the Department of the sum of  
Thirty-one thousand seven-hundred Dollars (\$ 31,700.00 )  
shall immediately execute the said Right of Way Easement  
and deliver the same to the Department.

3. The Landowner agrees to convey by the said Right of Way Easement  
the following described property, to wit:  
A note and bounds description in Sections 15, 10, 9 and 4, T. 56 N., R. 84 W.  
and Section 33, T. 57 N., R. 84 W., containing 154.7 acres, more or less.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the  
day and year first above written.

WITNESS:

R. P. Marshall

STATE HIGHWAY DEPARTMENT, acting  
by and through its RIGHT-OF-WAY  
DIVISION

By Gen. L. Roberts  
Title: Chief Right of Way Negotiator

LANDOWNER

John E. Rice and Sons, Inc.

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Ruth Geier Rice  
President