

## WYOMING DEPARTMENT OF TRANSPORTATION

## MEMORANDUM OF AGREEMENT

Project: ROW-1701(4)  
Road: Sheridan--Beckton  
County: Sheridan  
Parcel: No. 34

THIS AGREEMENT IS ENTERED INTO on this 2nd day of December, A.D., 1993, between ALAN W. BOURNE and DONNA J. BOURNE, husband and wife, herein referred to as "Bourne," and the WYOMING DEPARTMENT OF TRANSPORTATION, herein referred to as the "Department."

WITNESSETH: that

WHEREAS, the Department has secured a Permit to enter upon a portion of the northeast corner of Tract 2 of Big Goose Valley Subdivision of Sheridan County, Wyoming, owned by Barbara A. Crilly and Michael M. Crilly, to install and maintain a sump system to regulate the water level in the wetland area, dated November 13, 1993. A copy of which is attached hereto and made a part of this Agreement.

WHEREAS, Bourne, their heirs, successors, agents or contractors agree to construct and install said sump system and agree to maintain said system at their sole expense and responsibility and hold the Department and Barbara A. Crilly and Michael M. Crilly harmless and indemnifies both parties from any suits or legal actions resulting from any causes, maintenance or construction of said sump system.

WHEREAS, Bourne, their heirs, successors, agents and contractors have been granted permission by the Department to enter onto the permit area in order to perform the necessary work to construct and maintain the sump system.

WHEREAS, Bourne, their heirs and successors hereby agree to keep said permit area as a wetland area.

WHEREAS, Bourne, their heirs, successors, agents and contractors will minimize disturbance to the wetland area in constructing and maintaining said sump system.

NOW THEREFORE, in consideration of the promises and stipulations contained in this Agreement, the parties agree to the following terms:

1. Bourne will provide the Department with an estimate for constructing and installing said sump and out flow pipe connection. Said pump will be designed according to Department's specifications and said specifications will be determined by the resident engineer, Mr. Don Phillips, P.E.
2. The Department will pay for the cost of construction and installing said pump. Said payment will be made to Bourne.
3. Bourne will be solely responsible for any costs of constructing and connecting pipes, drains, out flow pipe connections, and culverts to transfer the overflow of the sump to their property, Tracts 3 and 4, Big Goose Valley, Sheridan County, Wyoming.
4. The Department will oversee the installing of said sump along with Bourne.

5. This Agreement is binding upon the heirs and successors of both parties.

Both parties having read the contents, clauses, stipulations, and promises hereby acknowledge full acceptance and compliance by attachment of signatures.

The Department agrees to pay the total consideration of One Thousand One Hundred and No/100 Dollars (\$1,100.00) for the construction and installation of said sump. The Landowner assumes any additional cost thereafter over and above the stated consideration herein for installing, maintaining, and constructing said sump.

WYOMING DEPARTMENT OF  
TRANSPORTATION

By: Joel T. Peckham  
Joel T. Peckham  
Senior Negotiator

LANDOWNERS

Alan W. Bourne  
Alan W. Bourne

Donna J. Bourne  
DONNA J. BOURNE

ACKNOWLEDGEMENT

STATE OF WYOMING )  
COUNTY OF SHERIDAN ) ss

The foregoing instrument was subscribed and sworn before me this 6<sup>th</sup> day of December, 1992, by Alan W. Bourne and Donna J. Bourne.

Witness my hand and official seal.

My commission expires My Commission Expires November 24, 1994



Alan W. Bourne  
Notary Public

ACKNOWLEDGEMENT

STATE OF Wyoming )  
COUNTY OF Laramie ) ss

The foregoing instrument was subscribed and sworn before me this 1<sup>st</sup> day of December, 1993, by Joel T. Peckham.

Witness my hand and official seal.

My commission expires Dec. 4, 1995



Alan W. Bourne  
Notary Public