

RECORDED APRIL 6, 1970 BK 176 PG 163 NO 572994 B. B. HUME, COUNTY CLERK
RIGHT OF WAY AGREEMENT

FOR AND IN CONSIDERATION of the sum of One Dollar
and other good, legal and valuable consideration in hand paid,
Nebraska Consolidated Mills Company, successor to
/Sheridan Flouring Mills Inc., hereinafter referred to as

Grantors do hereby grant unto the South Side Water and Sewer
District, a quasi-municipal corporation, located in Sheridan
County, Wyoming, hereinafter referred to as Grantee, the right
to lay, maintain, inspect, alter, repair, operate, protect,
remove and relay a sewer pipeline or lines for the collection
and transmission of sewage; and such valves, fittings, fixtures,
equipment and appurtenances as may be necessary or convenient
for the operation of such sewer line or lines, over, through
and under the following described land situated in Sheridan
County, Wyoming, to-wit:

A tract of land situated in Lot 2, (NW $\frac{1}{4}$ NE $\frac{1}{4}$)
of Section 2, T. 55 N., R. 84 W. of the 6th
P.M. being 30 feet wide and extending 15 feet,
North and South, when measured at right angles,
to the following described center line;

Beginning at a point which is 396 feet south
and 40 feet east of the northeast corner of said
NW $\frac{1}{4}$ NE $\frac{1}{4}$, said point also being on the east right
of way line of U.S. Highway 87; thence S. 89° 12' E.,
65 feet. The above described tract contains 0.04
acres, and a plat thereof is attached hereto.

During the actual construction and laying of
said pipeline, and subject to all provisions hereof,
grantee shall be entitled to use a 60-foot right-
of-way strip being 30 feet on either side of the above
center line.

together with the rights of ingress and egress to and from said
line or lines, or any of them, for the purposes aforesaid, here-
by releasing and waiving for the purposes of this grant all rights
under and by virtue of the homestead and homestead exemption
laws of the State of Wyoming.

PROVIDED, that grantor shall have the right to fully
use and enjoy said premises, except as the same may be necessary
for the purposes herein granted to said grantee, and to culti-
vate, plant, irrigate and fence the same; but the grantor agrees
not to build, create, or construct any obstruction, works or
other structure over said pipeline or lines, nor to permit the
same to be done by others, except as may be agreed to in writing
by the grantee.

11. I, JAMES BROWN, DOB 03/15/1911, as a part of the consideration for the eight-of-way granted hereby, as follows, agree:

1. That the consideration recited in this eight-of-way agreement is merely for the purpose of securing said right-of-way, and that in addition to the consideration herein recited, the grantor shall be fully reimbursed for any and all damages, losses and costs sustained by grantor as a result of the construction and laying of said pipeline or the maintenance, repair, removal thereof, together with the damage, if any, resulting to the lands of grantor by reason of said pipeline easement, and that in the event the parties hereto are unable to agree as to the amount of such damages, losses and costs, the grantor reserves the right, if necessary, to institute legal action against grantee for said damages, losses and costs.

2. Grantee agrees that any pipeline or lines constructed under said right-of-way shall, at the time of the construction thereof, be buried to a depth of at least five (5) feet, and will return the areas covered by its right-of-way and used during construction in as near the original condition as possible, after construction has been completed. All trenching shall be done in such a manner that top-soil and sub-soil shall be separately piled in order that the sub-soil can be returned to the bottom of the trench, and the top-soil replaced on top thereof. All meadowlands, hay lands and pasture lands will be reseeded after construction is completed and the cost of seeding, fertilizing, watering, and the labor associated with the same, including effective weed control, shall be considered as one of the elements of damage and the obligation of the grantee. Any boulders or coarse gravel that were not originally upon the surface of the right-of-way shall be removed. All terracing cut, removed or otherwise damaged, shall be returned to its original or better condition.

3. Before any division or cross fence belonging to the grantor is cut, grantee shall cause sturdy braced posts to be placed on either side of the right-of-way, said braced posts to be butt-treated 3 $\frac{1}{2}$ feet, set at least three (3) feet in the ground, and braced and cross-braced as requested by the grantor. All existing fences which interfere with the construction operation shall be maintained by grantee until the completion of the work affected thereby, unless written permission is obtained from the owner to dismantle such fences for any agreed period of time; and upon completion of construction work, grantee shall cause all fences to be restored to their original or to a better condition in quality.

4. Grantee agrees, as a part of its construction procedure, that all disturbed soil within a distance of triple the width of any ditch from the center thereof shall be thoroughly tamped as the soil is being replaced.

5. Except as otherwise agreed between the parties, grantee and its agent shall enter and leave the fee property of the grantor along the right-of-way line, and shall install and use gates in entering and leaving the property of the grantor.

6. The terms, conditions and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, assigns and lessees of the parties hereto.

WITNESS the execution hereof the 11th day of
January, 1944.



Grantors:

Nebraska Consolidated Mills Company, Successor to
SHERIDAN FLOURING MILLS, INC.

Executive Vice President

ATTEST:

Secretary

Grantee:

THE SOUTH SIDE WATER & SEWER DISTRICT



Secretary

STATE OF WYOMING)
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me
this 21 day of January, 1978.



MYCOPATHY Commission expires:

Notary Public

