

RIGHT OF WAY AGREEMENT

FOR AND IN CONSIDERATION of the sum of One Dollar and other good, legal and valuable consideration in hand paid, the receipt of which is hereby acknowledged, Whitney Benefits 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 sanitary sewer pipeline 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, over, through and under the following described land situated in Sheridan County, Wyoming, to-wit:

A tract of land situated in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 11 and the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 2, all in T. 55 N. R. 84 W. of the 6th P.M. being adjacent to the east right of way line of U.S. Highway 87 and 15 feet wide when measured at right angles to the east right of way line of U.S. Highway 87 which bounds said tract on the west side. Said 15 foot tract extends from the south line of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 11 to a point which is 1015 feet south of the north line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 2. The above described tract contains 0.63 acres, and a plat thereof is attached hereto together with the rights of ingress and egress to and from said right-of-way for the purposes aforesaid, hereby 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 only one sanitary pipeline, together with its necessary valves, fittings, fixtures, equipment and appurtenances shall be laid or installed in said right-of-way, or under the terms of this agreement; and no further pipelines, valves, fittings, fixtures, equipment or appurtenances, shall be laid or installed thereunder except as may be provided for by new and further agreement between the parties hereto.

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 cultivate, 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, nor to permit the same to be done by others, except as may be agreed to in writing by the grantee.

IT IS FURTHER PROVIDED AND AGREED, as part of the consideration for the right-of-way granted hereby as follows, to-wit:

1. Grantee hereby agrees to pay any damages which may arise to crops, pasture, fences or buildings of said grantors from the exercise of the rights herein granted, whether arising from the original construction of said line, and any fixtures appurtenant thereto, or any future construction which might be agreed upon by the parties, or the maintenance, repair, operation or removal thereof.
2. Grantee agrees that any pipeline 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 grantors 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 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 fence 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, to push its pipe under all main ditches, streams, and roads and in the event its pipe is not pushed under secondary ditches, then all disturbed soil within a distance of triple the width of the 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 grantors along the right-of-way line, and shall install and use gates in entering and leaving the property of the grantors.

6. Grantee agrees that it will cooperate as far as possible to the end that the construction, or maintenance and repair, of the pipeline under said right-of-way will not interfere with the irrigation of crops, and that if such interference does occur, grantors will be compensated for any damage resulting.

IT IS FURTHER UNDERSTOOD AND AGREED by and between the

parties hereto as follows, to-wit:

1. That in the event grantee ceases to use and operate said pipeline for a period of two (2) consecutive years, this right-of-way agreement shall terminate and grantee shall have no further right hereunder, except that if said right-of-way is terminated by reason of non-use or by express agreement of the parties, then upon written notice from grantor, grantee shall, within six months from the date said written notice is postmarked, remove such pipeline from the premises of grantors or its successors in interest and in the event grantee fails to effect such removal within said period, then grantors or their successors in interest shall become full owners of said pipeline and grantee shall have no further interest therein.

2. That the consideration recited in this right-of-way agreement is merely for the purpose of securing said right-of-way and that in addition to the consideration herein recited, the grantors shall be fully reimbursed for any and all damages, losses and costs sustained by grantors as a result of the construction and laying of said pipeline or the maintenance, inspection, alteration, repair, operation, protection, or the removal or relaying thereof, together with the damage, if any, resulting to the lands of grantors 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 grantors reserve the right, if necessary to institute legal action against grantee for said damages, losses and costs.

3. During the actual construction of the pipeline provided for herein, and subject to all the provisions hereof, grantee shall be entitled to use a temporary construction right-of-way extending 30 feet east of the east right-of-way line of U.S. Highway 87 throughout the length of the permanent right-of-way granted herein.

4. The terms, conditions, provisions and benefits hereof shall extend to and be binding upon the personal representatives, successors and assigns of the parties hereto, and to the present and future lessees of the grantor.

WITNESS the execution hereof the _____ day of

_____, 1970.

WHITNEY BENEFITS, INC.

By _____
President

ATTEST:

Secretary

APPROVED:

Lessee

THE SOUTH SIDE WATER & SEWER DISTRICT

President



STATE OF WYOMING)
: ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this _____ day of _____, 1970.

Notary Public



My Commission expires: _____

107. 11. 1. 1901

(c)