

RECORDED JUNE 7, 1983 BK 275 PG 495 NO 873869 MARGARET LEWIS, COUNTY CLERK

RIGHT-OF-WAY AGREEMENT

FOR AND IN CONSIDERATION of the sum of One Dollar and other good, valuable and legal consideration, in hand paid, the receipt of which is hereby acknowledged, JOHN E. RICE & SONS, INC., a Wyoming corporation hereinafter referred to as Grantor, does hereby grant unto the CITY OF SHERIDAN, a municipal corporation, situate 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, together with all necessary appurtenances thereto, over, through and under the following described land situate in Sheridan County, Wyoming, to wit:

A tract of land located in Section 15, T. 56 N., R. 84 W., 6th P.M., Sheridan County, Wyoming; more particularly described as follows:

A 30 foot wide easement, 15 feet on each side of the following described centerline:

Beginning at a point which is on the west line of Section 15, T. 56 N., R. 84 W. 6th P.M. and 1070.58 feet in a southerly direction along said line from the 1/4 corner common to section 15 and 16, T. 56 N., R. 84 W., 6th P.M.;

Thence S. $82^{\circ} 43' 25''$ E. a distance of 463.30 feet;

Thence S. $78^{\circ} 25' 25''$ E. a distance of 343.41 feet;

Thence S. $64^{\circ} 56' 52''$ E. a distance of 273.25 feet;

Thence S. $41^{\circ} 29' 35''$ E. a distance of 396.08 feet;

Thence S. $41^{\circ} 11' 58''$ E. a distance of 386.82 feet;

Thence S. $41^{\circ} 48' 51''$ E. a distance of 196.34 feet to a point which lies on the property line common to the Rice property and the Burlington Northern Railroad property.

Said described tract contains 1.418 acres.

CONSTRUCTION EASEMENT

The Construction Easement shall be a 35' wide parcel lying Northerly of the above described permanent easement.

together with the rights of ingress and egress to and from said line or lines, or any of them, for the purposes aforesaid, hereby releasing and waiving for the purpose 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 purpose herein granted to said grantee, and to cultivate, plant and irrigate the same, and to construct and maintain thereover public thoroughfares or railroad crossings, but the grantor agrees not to build, create or construct any permanent 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.

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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 grantor from the exercise of the rights herein granted, whether arising from the original construction of said line or lines, and any fixtures appurtenant thereto, any future construction which might be agreed upon by the parties, or the maintenance, repair, operation or removal thereof. Grantee also agrees not to reseed areas disturbed by grantee and to pay grantor for the actual cost of reseeding the areas disturbed by the grantee. Grantor will furnish receipts for material and labor expended in reseeding operation.
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 four (4) 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. Where it is possible to return the grade to a condition better than the original grade, the grantee will do so provided this can be done within the limits of the easement. All trenching shall be done in such a manner that top-soil shall be separately piled in the order that the sub-soil can be returned to the bottom of the trench, and the top-soil replaced on top thereof. The grantee agrees that all lawns and cropland areas shall be left smooth, with a minimum of not less than six inches (6") of compacted black dirt within the upper outside edges of the trench. Compaction under these areas shall equal the surrounding earth. For other surfaces the grantee shall replace the disturbed surfaces to the original grade with an equal type of surfacing material, and to the same depths and limits as the surfacing materials removed and to provide flush, smooth adjoining surfaces. Compacting under these surfaces shall equal the surrounding earth.
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 3½ feet, set at least three(3) feet in the ground, and braced and cross-braced as requested by the grantors. 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 owners 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 or lines under said right-of-way will not interfere with the irrigation of crops, and that if such interference does occur, grantor will be compensated for any damage resulting.
7. The grantee agrees to provide and install a temporary fence of adequate construction to keep livestock out of the work area. The fence will be removed upon completion of the work operations.

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 or lines 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 grantor or their successors in interest and in the event grantee fails to effect such removal within said period, then grantor or its 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 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, operation, or 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.
3. The terms, conditions and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

WITNESS the execution hereof the 27th day of May, 1983.

GRANTOR:

JOHN E. RICE & SONS, INC.

By Ruth Rice
Rice

ATTEST:

Jane Rice Abalston
Secretary

GRANTEE:

CITY OF SHERIDAN, WYOMING

By Don Monahan
Mayor



STATE OF WYOMING)
COUNTY OF SHERIDAN) ss

The foregoing instrument was acknowledged before me by Ruth Rice
Rice
this 27th day of May, 1983.

Witness my hand and official seal.



Richard Clark
Notary Public