

April 6, 1970

176-258

RECORDED APRIL 13, 1970 IN BOOK 176 PAGE 258 BY NOTARY P. D. BROWN, 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, the receipt of which is hereby acknowledged W. B. Mackey and Jessie L. Mackey, husband and wife, 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:

The east 10 feet of Lot 16 of the Amended Plat and Subdivision of Tracts 11 thru 15 of Adkins Valley Subdivision. The above described tract contains 0.07 acres, and a plat thereof is attached hereto.

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

Grantors may tap said line at any time along said right of way for the pre-construction tap fee of \$25.00.

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

1. 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, 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.

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 hereof. 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 3½ 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.

WITNE: the execution hereof the \_\_\_\_\_ day of

\_\_\_\_\_, 1969.

Grantors:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Grantee:

THE SOUTH SIDE WATER & SEWER DISTRICT

\_\_\_\_\_  
President



\_\_\_\_\_  
Secretary

STATE OF WYOMING     )  
                              :SS  
COUNTY OF SHERIDAN    )

The foregoing instrument was acknowledged before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

\_\_\_\_\_  
Notary Public



