

RIGHT-OF-WAY AGREEMENT

FOR AND IN CONSIDERATION of the sum of One Dollar and other good, valuable and legal consideration, and upon payment of the sum of Seven Thousand Dollars (\$7,000.00) in general damages, BEATRICE FAIR MARSHALL, JOSEPH L. MARSHALL, VIRGINIA SWEARNGIN, EARL R. HANSLIP, EDITH BEATRICE JOHNSON, RICHARD EARL HANSLIP and NANCY ROSE STROUP, hereinafter referred to as Grantors, do hereby grant to the CITY OF SHERIDAN, a 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 pipeline or lines for the collection and transportation 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:

TRACT I (For Little Goose Interceptor)

A strip of land 20 feet wide lying 10 feet on each side of the following described line in Section 2, 10 and 11, T. 55 N., R. 84 W.:

Beginning at a point lying on the south right-of-way line of State Secondary Highway 334, said point being S.89°43'06" E. a distance of 1044.66 feet from a right-of-way monument (31+67) and S.21°26'31" E. a distance of 1461.05 feet from the northwest corner of said Section 2;

Thence S.10°36'39" W. a distance of 1357.94 feet to a point;

Thence S.15°15'17" W. a distance of 940.98 feet to a point;

Thence S.17°37'32" E. a distance of 410.48 feet to a point;

Thence S.11°31'29" E. a distance of 448.42 feet to a point;

Thence S.0°05'41" W. a distance of 914.37 feet to a point;

Thence S.09°44'23" W. a distance of 1328.25 feet to a point;

Thence S.0°57'38" E. a distance of 4035.81 feet to the centerline of the Woodland Park Girls School County Road, said point being N.88°45'33" E. a distance of 2480.08 feet from the south quarter corner of said Section 10.

TRACT II (For South Side Connection)

A strip of land 20 feet wide lying 10 feet on each side of the following described line in Sections 10 and 11, T. 55 N., R. 84 W.:

Beginning at a point on the centerline of said Little Goose Interceptor Sewer Easement, said point being N.30°32'02" E. a distance of 4747.26 feet from the south quarter corner of said Section 10; thence S.89°57'04" E. a distance of 529.16 feet to a point lying on an existing sewer line, said point being N.35°43'44" E. a distance of 5036.40 feet from said south quarter corner of Section 10.

Basis of bearings is Wyoming State Plane.

TRACT III (For Big Horn Avenue Connection)

A strip of land lying in the NE¼SE¼ of Section 3, and the NW¼ of the SW¼ of Section 2, T. 55 N., R. 84 W., being 20 feet wide lying 10 feet on each side of a line described as follows:

Beginning at a point on the Little Goose Interceptor Sewer, which lies S.0°34'48" E. 3602.65 feet from the Northeast corner of Section 3; Thence S.29°24'23" W., 348.96 feet to a point; Thence N.89°13'02" W. 1068.40 feet to a point on the East right-of-way of Wyoming State Highway 333, said point lying S.17°10'43" W., 4073.61 feet from the Northeast corner of Section 3.

Basis of bearings is Wyoming State Plane.

During actual construction of the pipeline, and subject to all provisions hereof, Grantee shall be entitled to use a construction easement 70.00 feet wide, 35 feet on each side of the above described lines.

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 should more than one line be laid under this grant at any time, or any additional fixtures, equipment or appurtenances, be installed hereunder, which would constitute an additional burden upon the right-of-way conveyed hereunder, then such additional consideration shall be paid for the same by the grantee to grantors as shall be agreed upon between such parties, or if necessary, as determined by legal action between the parties.

PROVIDED FURTHER 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, and irrigate the same, but the grantors agree 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.

Grantee further grants to Grantors the right to make seven sanitary sewer taps, or hook-ups, to the municipal sewer system without the payment of any plant investment fee or any tap fee. It is understood that the interceptor line being installed in this easement cannot be tapped, and that the sewer taps granted herein will have to be connected to a future lateral, or to a man-hole. It is also understood that the sewer taps granted herein shall not exceed six inches in size, shall be used upon the lands for which this easement is granted, and shall not be transferable to other lands. Said seven sewer taps to be divided, used or assigned by grantors as shall be agreed between themselves subject to the provisions of this agreement.

IT IS FURTHER PROVIDED AND AGREED, as a 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.

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 the 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.

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 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 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, 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 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 grantors grantee shall, within six months from the date said written notice is postmarked, remove such pipeline from the premises of grantors or their 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 grantor 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, repair, or removal 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 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 _____ day of _____, 1982.

GRANTORS:

Joseph L. Marshall
Joseph L. Marshall

Beatrice Fair Marshall
Beatrice Fair Marshall

Virginia Swearngin
Virginia Swearngin

Earl R. Hanslip
Earl R. Hanslip

Edith Beatrice Johnson
Edith Beatrice Johnson

Richard Earl Hanslip
Richard Earl Hanslip

Nancy Rose Stroup
Nancy Rose Stroup

GRANTEE:

THE CITY OF SHERIDAN, WYOMING

Mr. Montross
Mayor



STATE OF WYOMING)
) ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Beatrice Fair Marshall, Joseph L. Marshall, Virginia Swearngin, Earl R. Hanslip, Edith Beatrice Johnson, Richard Earl Hanslip, and Nancy Rose Stroup this _____ day of _____, 1982.

Witness my hand and official seal.

Notary Public



My Commission Expires: _____

WYOMING