

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 the County of Sheridan, in the State of Wyoming, hereinafter referred to as Grantor does hereby grant unto 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 transportation of water, and such valves, fittings, fixtures, equipment and appurtenances as may be necessary or convenient for the operation of such water line or lines, over, through and under the following described land situated in Sheridan County, Wyoming, to wit:

Parcel 1. A strip of land located in the E $\frac{1}{2}$ of the W $\frac{1}{2}$ of Section 3, T. 55 N., R. 84 W. of the 6th P.M., Sheridan County, Wyoming, with a permanent easement line 15 feet to the West and parallel to the following described center line, also with a permanent easement lying to the East between the following described centerline and the Eastern Airport boundary and/or fence line of the Sheridan County Airport. Bearing and ties in this description are consistent with the Boundary Map of the Sheridan County Airport prepared by V.T.N.

Beginning at a point which bears S89°43' E. a distance of 1934.3' from the NW corner of Section 3;

Thence S. 45°59' E. a distance of 38.1 feet to a point;

Thence S. 1°17' E. a distance of 1320.6 feet to a point;

Thence S. 3°26' E. a distance of 398.6 feet to a point;

Thence S. 1°38' E. a distance of 3265.3 feet, more or less to the South boundary line of the Sheridan County Airport.

The above described easement contains 4.3 acres, more or less.

During actual construction of the pipeline, and subject to all provisions thereof, Grantee shall be entitled to use a 25 foot right-of-way strip being 25 feet to the West of the above described survey line.

Parcel 2. A strip of land 30 feet wide located in the SE $\frac{1}{4}$ of Section 33. T. 56 N., R. 84 W., of the 6th P.M.,

Sheridan County, Wyoming, with parallel permanent easement line 15 feet on each side of the following described center line of said easement:

Beginning at a point which bears N. 86°03' W. a distance of 3000.2 feet from the Southeast corner of Section 33, said point of beginning also being 2 feet North of the North fence and 8 feet West of the NW corner of the Valve House of the Sheridan South High Reservoir:

Thence, with said parallel easement lines N. 15°01' E. a distance of 833.4 feet to a point:

Thence, N. 17°35' W. a distance of 375.5 feet to a point:

Thence, N. 49°56' E. a distance of 380.1 feet to a point

Thence, S. 85°05' E. a distance of 269.8 feet to a point;

Thence, S. 46°43' E. a distance of 344.7 feet to a point;

Thence, N. 42°24' E. a distance of 277.2 feet to a point;

Thence, S. 50°32' E. a distance of 166.1 feet to a point;

Thence, S. 31°56' E. a distance of 1745.8 feet to a point;

Thence, N. 89°02' E. a distance of 43.5 feet more or less to the East Boundary fence of the Sheridan County Airport and the beginning of the County Road known as Ogallala Street/Airport Road.

The described strip of land above, contains 3.1 acres more or less.

Parcel 3. A strip of land 30' feet wide located in the S.E.¼ of Section 33, T. 56 N., R. 84 W. of the 6th P.M., Sheridan County, Wyoming, with parallel permanent easement lines 15 feet on each side of the following described center line of said easement:

Beginning at a point which bears N. 85°52' W. a distance of 3047.3 feet, said point of beginning also being on the West fence line of the existing South Height Reservoir;

Thence N. 57°59' W. a distance of 110 feet to a point;

The above described strip of land contains 0.07 acres, more or less.

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 grantor 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.

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

1. Grantor hereby agrees to pay any damages which may arise to crops, pasture, fences or buildings of said grantee 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 pipe line 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 3½ feet, set at least three (3) feet in the ground, and braced and corss-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 grantor along the right-of-way line, and shall install and use gates in entering and leaving the property of the grantor.
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.

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 its successor in interest and in the event grantee fails to effect such removal within said period, then grantor or its successor in interest shall become full owner 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, 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.
4. It is agreed by and between the parties hereto that the installation and/or maintenance of the pipeline herein contemplated will not in any way affect the future use, development, operation or maintenance of the Airport.
5. The parties further agree that during the construction of the pipeline and thereafter, during the maintenance thereof, that either the Grantee or Contractor working on behalf of the Grantee shall be required to notify the Airport Manager prior to bringing any pipe, pipeline, or other equipment onto the airport property so that the Airport Manager can act to protect electronic navigational facilities, and the general security of the Airport.
6. It is further agreed that no part of the water line will be placed in a graded safety area which extends 200 feet each side of the runway end and is 500 feet wide extending 250 feet each side of the runway center line. It is further agreed that if physical constraints of the terrain are such that the water line must be placed in this area, then the parties agree that they will comply with the requirements of FAR Part 139.45.
7. The parties further agree that in the event of equipment, trench, or berm in the safety area, that the runway threshold must be displaced, an appropriate amount, including the required night time lighting under FAR 139.71 of the displaced threshold and obstructions.
8. The parties further agree that the Grantor is required under FAR, Part 139, to issue NOTAM instructions, and further, that no water line appurtenances shall be authorized which extend above ground in the safety area defined herein.
9. The parties further agree that inasmuch as the watermain will cross RAA cables, that prior to the commencement of any construction activities related to the pipeline installation or prior to any activities related to the maintenance of such pipeline installation, that they will contact the AFS Manager, or his authorized agent.
10. The City agrees, as part of the consideration for this right-of-way easement, to furnish water and sewer service at prevailing rates to the Sheridan County Airport for existing and future public facilities and private development approved by the County Commissioners. All connections to City water and sewer mains shall be at the expense of the County or developer including payment of the prevailing tapping, meter and inspection fees, and in full compliance with all City regulations governing the tapping of water and sewer mains. Plant investment fees shall be paid for all private development, but such fees shall not be charged for public facilities.

WITNESS the execution hereof the 28th day of March,



ATTEST:

Margaret Lewis
County Clerk

Grantors:

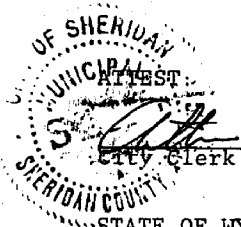
BOARD OF COUNTY COMMISSIONERS OF
SHERIDAN COUNTY, WYOMING

William J. Laya
Ruth Geier Rice
W.B. Frith

Grantee:

THE CITY OF SHERIDAN, WYOMING

M. New Marshall
Mayor

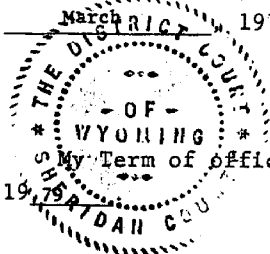


STATE OF WYOMING)
: ss.
COUNTY OF SHERIDAN)

On this 28th day of March, 1978, before me
personally appeared William J. Laya, Chairman, Ruth Geier Rice,
and W. B. Frith

to me personally known, who, being by me duly sworn, did say that
they are the members of the Board of County Commissioners of
Sheridan County, Wyoming, and that the seal affixed to said instrument
is the seal of said County, and that said instrument was signed and
sealed on behalf of said County by authority of its Board of
Commissioners and they acknowledged said instrument to be the free
act and deed of said Board.

GIVEN under my hand and official seal this 28th day of
March, 1978.



Lucille Jolly
Clerk of District Court

My Term of office expires on the 2nd day of January,

1979

STATE OF WYOMING)
 : ss.
COUNTY OF SHERIDAN)

On this 28th day of March, 1978, before me personally appeared M. Dean Marshall to me personally known, who, being by me duly sworn, did say that he is the Mayor of the City of Sheridan, Sheridan County, Wyoming and that the seal affixed to said instrument is the seal of said City, and that said instrument was signed and sealed on behalf of said City by authority of its Council and they acknowledged said instrument to be the free act and deed of said Council.

GIVEN under my hand and official seal this 28th day of March, 1978.

Charles A. Johnson
Notary Public

My Commission expires on the 7th day of July

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