RECORDED SEPTEMBER 26, 1968 BK 167 PG 448 NO 551248 B. B. HUME, COUNTY CLERK

RIGHT OF WAY AGREEMENT

FOR AND IN CONSIDERATION of the sum of One Dollar and other Consideration Dollars ($ 1.00 & o/t), in hand paid, the receipt of which is hereby acknowledged, Edwin R. Dygert, a single man, 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 pipe line 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:

A strip of land situated in the SE¼SW¼ and the W½ of the SW¼ of Sectio n 29, T. 56 N., R. 84 W. of the 6th P.M. being 30 feet in width and lying 15 feet on each side of the following described center line:

Beginning at a point on a fence line which represents the South line of said Section 29 from which a fence corner representing the Southwest corner of said Section 29 bears N. 88° 58' West a distance of 1596.1 feet; thence along said center line N. 32° 25' W. 1817.0 feet to a point; thence 6° 59' E. 1200.8 feet to a point; thence N. 14° 27' E. 3.28 feet to a point on a fence line representing the North line of the NW¼SW¼ of said Section 29, from which a fence corner representing the West 1/4 corner of said Section 29 bears N. 88° 33' W. a distance of 762.7 feet. The above described tract contains 2.08 acres, more or less, and

Beginning at a point from which a fence corner representing the West quarter corner of said Section 29 bears N. 51° 09' W. a distance of 893.4 feet; thence along said center line N. 43° 40' W. 765.7 feet to a point on a fence line representing the east west center line of said Section 29, from which a fence corner representing the West quarter corner of said Section 29 bears N. 87° 44' W. a distance of 167.2 feet. The above described tract contains 0.53 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, except as the same may be necessary for the purposes herein granted to said grantee, the grantor shall have the right to fully use and enjoy said premises, including the right to cultivate, plant and irrigate the same, and to inundate the same by impounded waters backed up by any reservoirs he now has, or may subsequently construct; but the grantor agrees not to build, create or construct any obstruction, works or other structure over said pipe line or lines, 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 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 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 the the grantor is cut, grantee shall cause sturdy braced posts to be placed oneither 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 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 pipe line 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 pipe line 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.

~~1968~~. WITNESS the execution hereof the 22 day of July 1968

Grantor:

Edwin R Dygert
Edwin R. Dygert

Grantee:

THE CITY OF SHERIDAN, WYOMING

BY: _____
Mayor

ATTEST:

_____
City Clerk

STATE OF WYOMING)
: SS
COUNTY OF SHERIDAN)

On this 22nd day of July, 19~~68~~, before me personally appeared Edwin R. Dygert, a single man, to me known to be the perso n described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Given under my hand the day and year first above written.

_____
Notary Public

My Commission expires on the 20 day of May, 19~~71~~.

JANET CATTERALL NOTARY PUBLIC SHERIDAN COUNTY, WY.