

RIGHT OF WAY AGREEMENT

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) and other good and valuable consideration, in hand paid, the receipt of which is hereby acknowledged, Pete Jensen and Dagmar S. Jensen, his wife, hereinafter referred to as Grantors do 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 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 over, through and under the following described land situated in Sheridan County, Wyoming, to-wit:

A strip of land situated in the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 32 and the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 33, T. 56 N., R. 84 W., of the 6th P.M. being 30 feet in width and lying 15' on each side of the following described center line:

Beginning at a point on a fence line representing the North line of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Sec. 32, from which a fence corner representing the East quarter corner of said Section 32 bears N. 89° 46' E. a distance of 31 feet, thence S. 14° 06' E. a distance of 1090.2 feet to a point on the center of the existing City 10" Cast iron water supply line from which a fence corner representing the East 1/4 corner of said Section 32 bears N. 12° 30' W. a distance of 1083.2 feet.

During actual construction of the pipe line, and subject to all the provisions hereof, Grantee shall be entitled to use a sixty foot right of way strip, being thirty feet on either side of the above center line. Construction shall be deemed to have been completed when the City accepts the completed project from the contractor,

together with the rights of ingress and egress to and from said line, 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

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such additional consideration shall be paid for the same by the grantee or grantors as shall be agreed upon between such parties, or if necessary, as determined by legal action between the parties.

PROVIDED FURTHER that grantors 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 pipe line, nor to permit the same to be done by others, except as may be agreed upon 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, 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 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 restored to intermediate wheat grass after construction is completed and the cost of restoration, 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 grantors is cut, grantee shall cause sturdy braced posts at least 6" in diameter at the small end, 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 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 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 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.

7. Grantee agrees to indemnify the grantors for any damages, costs or attorney fees caused by, or resulting from, the operations of the contractor or contractors of grantee in connection with the installation or maintenance of said pipe line, or agents or servants of grantee in connection with the installation or maintenance of said water line.

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 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 from such pipeline from the premises of grantors or its successor in interest and in the event grantee fails to effect such removal within said period, then grantors or its successor in interest shall become full owner of said pipeline and grantee shall have no further interest therein. In the event of removal by grantee, it shall restore the ground and grasses removed in the condition that it was immediately preceding such removal.

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 grantors 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 grantors reserve the right, if necessary, to institute legal action against grantee for said damages, losses and costs.

3. Grantee further agrees that, if adequate surplus water is available, grantors will be permitted to tap onto the city's water lines at the prevailing prices for out-of-town users, providing that there shall be no cost on the part of the grantee for the means of transmission of water to the property of grantors.

4. 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 20th day of SEPTEMBER 1965.

GRANTORS:

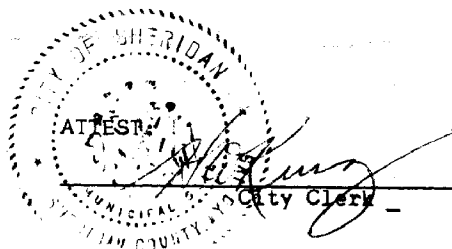
Pete Jensen
Dagmar S. Jensen

GRANTEE:

THE CITY OF SHERIDAN, WYOMING

BY:

W. A. Nelson Jr.
Mayor



STATE OF WYOMING)
COUNTY OF SHERIDAN) SS

On this 20th day of September, 1965, before me personally appeared Pete Jensen and Dagmar S. Jensen, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

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

Edith Steinman Rose
Notary Public

My Commission expires on the 22nd day of April, 1967.

