

IRRIGATION PIPELINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That **MARY J. KRAMER, a/k/a Mary Joan Kramer**, a single person, of Cypress, California, hereinafter referred to as Grantor, for and in consideration of the sum of Ten Dollars (\$10 00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto **Sheridan County, a political subdivision of The State of Wyoming**, hereinafter referred to as Grantee, the nonexclusive nonperpetual right, privilege and easement to construct, maintain, operate and repair a 12- inch water irrigation pipeline (hereinafter "irrigation line") as Grantee may require on, over, under, across and through a strip of land 30 feet in width across the following described land situated in the County of Sheridan, State of Wyoming, to-wit:

A tract of land situated in the E1/2SE1/4 of Section 5, Township 55 North, Range 84 West of the Sixth Principal Meridian, Sheridan County, Wyoming; more particularly described as follows:

Being a strip of land 30 feet in width, lying 15 feet on each side of a centerline described as beginning at a point which bears N56°11'38" E a distance of 1,560.17 feet from the South 1/4 Corner of said Section 5, this point of beginning falls on the West line of the SE1/4SE1/4; thence S 83°26'54" E for a distance of 1,321.85 feet; thence N 3°22'06" W for a distance of 619 06 feet; thence N 89°14'51"E for a distance of 15.02 feet to a point on the East line of said Section 5, this being the point of terminus for this centerline. The point of terminus bears N 62°42'30" E a distance of 2,912 44 feet from the South 1/4 Corner of said Section 5.

Basis of bearings is Wyoming State Plane (East Central Zone).

The approximate location of the easement is shown on the attached plat, Exhibit "A," covering a distance of approximately 1,956 feet, more or less.

The 30 foot wide right-of-way easement being granted herein shall be located 15 feet either side of the centerline of the irrigation line as the same is located after construction. The irrigation line shall be constructed along the route described above

TO HAVE AND TO HOLD unto the Grantee, so long as such line and appurtenances thereto shall be claimed, utilized or maintained by Grantee, together with the right of ingress to and egress from said land across the adjacent property of the Grantor, by a reasonably practicable route or routes, for the purpose of constructing, operating, repairing, maintaining, or removing the irrigation line of the Grantee located thereon, in whole or in part, at the will of the Grantee. Such grant is for ten (10) years from the date hereof unless sooner terminated pursuant to the terms of this agreement. It is the intention of the parties hereto that the Grantor may continue to use the surface of the easement strip conveyed hereby for all agricultural purposes, pasturage or other similar purposes; provided, however, the Grantor shall not construct or permit to be constructed any improvement upon the easement strip which would interfere with the Grantee's exercise of the rights hereby conveyed and the safe operation of its irrigation line.

It is further agreed as follows:

1. The irrigation line shall, at the time of construction thereof, be buried to a minimum depth of 36 inches. If rocks in excess of 12 inches in diameter are unearthed during any excavation by the Grantee, those rocks shall be buried or otherwise disposed of so that they are not left on the surface of the Grantor's land.

2. In addition to the consideration paid for this easement, Grantee shall pay for any damages to Grantor's growing crops, grasses, trees, shrubbery, or fences caused

by the maintenance or operation of Grantee's facilities; provided, however, that the Grantee shall have the right from time to time to cut or clear trees, brush and other obstructions on said right of way that might interfere with the operation or maintenance of Grantee's irrigation line

3 Grantee shall restore the surface to its original contour as nearly as practicable, the disturbance to which shall be occasioned by the construction, maintenance or operation of said irrigation line under and through the above-described land. Grantee shall not allow any trash, garbage or rubbish to be left on Grantor's premises, and in exercising Grantee's right of ingress and egress to the irrigation line, the Grantee shall to the maximum extent possible stay on well-travelled or improved roads

4. Grantee agrees to provide notification prior to entry upon the premises for construction of the initial irrigation line, or any additional irrigation lines agreed to in writing by the Grantor.

5. Other than in exercising the rights granted hereunder, the Grantee shall not in any manner cause interference to the surface lessee's access to the surface for any reason associated with the agricultural lease currently in force on the surface, or any future lease thereof. As consideration for the grant of this easement, the Grantee shall provide at Grantee's sole cost (material) up to two (2) yards of gravel to the Grantor's lessee for use on the Grantor's property.

6 The exact location and dimensions of the easement conveyed herein shall be established by an as-built survey. Such survey shall be recorded upon its completion and shall become a part hereof when it is filed as Exhibit "B" attached hereto and made a part hereof. The Grantee shall not locate the irrigation line so as to conflict with or interfere in any way with any existing structures, wells, roads, or improvements of any kind of the Grantor. The Grantee shall keep the irrigation line confined to the area granted under this easement. The Grantee agrees that Grantor shall in no manner be responsible for any damage to any irrigation line located at any time by Grantee if such line was installed by Grantee in a location outside of a valid easement granted to Grantee, whether or not such damage is caused by Grantor's negligence. Grantee will stay on the easement in conducting its activities.

7. Grantee shall install not more than one irrigation line in its initial construction. In the event that the Grantee, at any time after the initial construction, shall construct and install one or more irrigation line within its easement strip, in the event such construction or installation disturbs the surface of the Grantor's premises, the then owner of the land subject to this easement shall be entitled to receive additional consideration for each additional construction and installation. The precise amount of consideration to be paid for the additional line shall be determined at that time by mutual agreement of the parties

8 This easement may not be assigned, sublet or transferred by the Grantee without the Grantor's prior written consent.

9. The Grantor hereby agrees that the payments herein provided are acknowledged by the Grantor as sufficient and in full satisfaction for damages caused or created by reason of the reasonable and customary entry, rights of way, construction, operation and use of the irrigation line, together with equipment, appurtenances and apparatus attendant thereon, but do not include damage to livestock, buildings or other improvements, or injury or death to persons

10. Grantor makes no warranty of title or otherwise in entering into this agreement; provided, however, if it is determined that the Grantor does not have the right to authorize Grantee to use the lands affected by this agreement for the purposes set forth herein, then Grantee's sole remedy shall be to recover from Grantor those payments for the rights which Grantor did not have the right to grant to Grantee.

11 Grantee agrees to fully restore the surface of the land, as nearly as can reasonably be accomplished, to the same contour, grade and condition as prior to its operations. Grantee shall reseed the surface with a certified seed mix reasonably designated by the Grantor, or her lessee, and the Grantee shall conduct reseed during the planting season (spring or fall) selected by the Grantor, or her lessee, but in any event initial reseed shall be undertaken no later than one (1) year following initial disturbance of the ground. The Grantee shall be required to establish a growing ground cover on all disturbed areas and, because this is a continuing obligation, Grantee shall reseed as necessary to achieve this goal.

12 Grantee shall indemnify and hold Grantor harmless from any and all liabilities or claims by any person for personal injury, death, property damage, or otherwise, arising out of Grantee's operations or use of the lands affected by this agreement. Nothing in this agreement shall in any way be deemed a waiver of any of the requirements or immunities provided by the Wyoming Governmental Claims Act

13. Grantee releases, waives and discharges Grantor from all liability to Grantee from any and all loss or damages, whether or not caused by the negligence of Grantor, while Grantee is on Grantor's property.

14 No dogs, firearms, weapons, alcoholic beverages, controlled substances, or hunting of any kind shall be allowed on Grantor's property without Grantor's prior written consent, and Grantee shall notify all of its contractors, agents and employees of such.

15 Grantee shall take reasonable steps to prevent fire and promptly extinguish fire caused by it, or its agents, while conducting its operations on the Grantor's property. Grantee may not construct open fires on the Grantor's property. No trash or timber slash will be burned by Grantee on the Grantor's property. Grantee shall promptly and fully compensate Grantor for all damages caused by fire arising out of Grantee's operations, including but not limited to, any charges incurred by Grantor for fire suppression

16 In the event of default by the Grantee under this agreement, the Grantee shall pay all of the Grantor's costs and legal expenses incurred in enforcing this agreement whether by filing suit or otherwise

17 The easement granted herein shall continue from the date of execution hereof for a period of ten (10) years, with the following provisions.

- a The easement shall terminate in the event the Grantee ceases to use the easement as allowed herein.
- b In the event Grantee breaches any term of this agreement and Grantor gives Grantee written notice of such breach, and Grantee fails to remedy the breach within sixty (60) days thereafter, the easement shall terminate.
- c. In the event this agreement is terminated, or when it expires, Grantee shall provide Grantor with a recordable release of the rights granted under this agreement
- d. Unless terminated, this agreement and easement shall automatically renew for an additional period of ten (10) years unless at least one (1) year prior to the expiration date hereof and not more than three (3) years prior to the expiration date, Grantor gives written notice to Grantee of her intent to not renew the agreement.

18 Any notices required by this agreement may be mailed by one party to the other at the address set forth below or as changed by written notice to the other party. The notice shall be complete and the time specified therein begin to run when it is deposited

in a United States Post Office, duly addressed to the receiving party, certified mail return receipt requested, postage prepaid

For the purpose of notice, the Grantor's address shall be:

Mary J. Kramer
5455 Vista Sierra
Cypress, CA 90650

For purposes of notice, the Grantee's address shall be:

Office of the Airport Manager
Sheridan County Airport
908 West Brundage Lane
Sheridan, Wyoming 82801

19 This instrument contains the entire agreement of the parties. There are no other or different agreements or understandings between the Grantor and the Grantee or its agents

20 This instrument and the covenants and agreements herein contained shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the parties hereto.

21. This instrument may be executed in counterparts.

22 By signing below, the parties agree to the foregoing terms and certify that they have been properly authorized to enter into this agreement by their respective party.

DATED this 28 day of August, 2003.

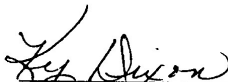
GRANTOR:

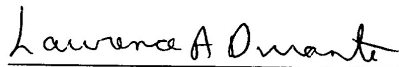
MARY J. KRAMER,
a/k/a Mary Joan Kramer

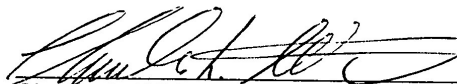

Mary J. Kramer, a/k/a Mary Joan Kramer

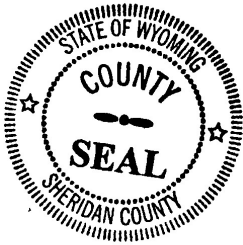
GRANTEE:

BOARD OF COUNTY COMMISSIONERS
Sheridan County, Wyoming


Ky Dixon, Chairman


Lawrence A. Durante, Commissioner


Charles L. Whiton, Commissioner



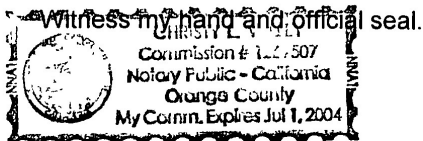
ATTEST:

Audrey Kettiken
County Clerk

STATE OF CALIFORNIA)
 : ss.
COUNTY OF Orange)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 17th day of Sept, 2003, Mary J. Kramer, a/k/a Mary Joan Kramer.



Christy Kelly
Notary Public

My Commission expires: July 1, 2004

STATE OF WYOMING)
 : ss.
COUNTY OF SHERIDAN)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 28 day of August, 2003, by Ky Dixon, Lawrence A. Durante, and Charles L. Whiton, Board of County Commissioners, Sheridan County, Wyoming.

Witness my hand and official seal.

Carla I. Raymond
Notary Public

My Commission expires: 4-22-07

