2013-707767 9/19/2013 1:18 PM PAGE: **1** OF BOOK: 543 PAGE: 32 FEES: \$18.00 SM EASEMENT EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

EASEMENT AGREEMENT

The undersigned Mary M. Kramer, herein referred to as ("Grantor") for and in consideration of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto the Wyoming Girls School, herein after referred to as ("Grantee"), whose address is 350 Big Horn Avenue, Sheridan, Wyoming an easement to construct and maintain the irrigation facility within a corridor defined and shown on Exhibit "A" which is attached to and made a part of this agreement. Said Easement is situated in the County of Sheridan, and State of Wyoming, which Grantor owns or in which Grantor has an interest in the (Easement Area), to-wit;

The placement of the buried irrigation facility that will serve the State of Wyoming Girls School will be placed in an existing easement that has been granted to the Sheridan County Airport Board that is located in the SE1/4SE1/4 of Section 5, Township 55 North, Range 84 West of the 6th P.M., Sheridan County, State of Wyoming. The existing easement and the route of the new easement is shown on the Exhibit "A", which by reference is attached hereto and incorporated herein, which location of the existing easement is shown on Exhibit "A. The Grantee reserves the right to substitute an as built survey by a licensed and registered surveyor, in accordance with STATE OF WYOMING STATUE 34-1-141 and the attachment of a legal description and location plat shall be substituted for Exhibit "A" and said substitution by reference shall be made a part hereof and attached hereto for recordation purposes.

Further More the Grantor and Grantee agree to the following terms, conditions and stipulations as addressed hereinafter:

- 1. Grantor grants a ten foot wide temporary construction area that will be located outside the existing easement for the sole purpose of allowing enough area for the contractor to use the necessary equipment to place the irrigation pipeline. The use of the 10 foot temporary construction area is temporary and no change of title is necessary. The disturbed areas will be sloped, blended and re-seeded with the like seeding as previously existed prior to construction. All permanent placement of the buried irrigation pipe will be within the existing easement of record.
- 2. The Grantor will allow ingress, egress and regress on and across the existing easement in cases of maintenance and/or emergency purposes.
- 3. Grantor shall be held harmless and indemnified from any and all legal actions resulting from the negligence of the Grantee, its agents or contractors.
- Grantor is fully aware and understands that all irrigation rights remain with those users having the legal right according to their shares for use of irrigation water supplied in the ditch.
- 5. The establishment of the new head gate in conjunction with the new ditch alignment and the use of that head gate by either and all parties shall result in an notification to the users of the ditch as to any action taken specifically with opening or shutting of the head gate.
- 6. Disturbed areas will be sloped, blended and reseeded with a grass seed mixture similar to the existing grasses. Reseeding will be completed prior to the completion of the project. In cases where livestock will be within the temporary construction easement area. Should it be deemed necessary to construct a temporary fence in which to keep livestock out of the work area, the engineer in charge of construction will meet with the Grantor or representative of the Grantor to determine type of fence that can be used to keep livestock from entering the work area. Any temporary fence constructed will be left in place until such time as it is determined by the Grantor the temporary fence can be removed. The removal of the temporary fence will be the responsibility of the Grantor and use of the fencing material will become the property of the Grantor.

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- 7. The Grantee agrees to install no more than 2 risers for irrigation purposes at locations to be determined by and mutually agreed upon by the Grantor or Grantor's representative and the Engineer in Charge of Construction. The Engineer in Charge of Construction will meet with either the Grantor or Grantor's representative to determine the location of the risers.
- 8. This agreement having been read by the Grantor and understood of the content within this agreement attaches signature below in acceptance of the easement agreement and acknowledges that said easement agreement shall be binding upon Grantor's heirs, assigns, successors, representatives, executors and administrators.

Dated this _	3rd	_day of_	September	, 2013.
ν		_	/	

Mary M. Kramer, Grantor

ACKNOWLEDGEMENT

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 3/d day of _______, 2013 by: Mary M. Kramer.

Witness my hand and official seal:

My Commission Expires: Jan. 26, Zoul

Notary Public

Please Place Notary Seal Below:

HEE Y. PARK
COMM. #1878155
Notary Public - California
Orange County
My Comm. Expires Jan. 25, 2014

[NOTARY SEAL] — in accordance to regulations that govern the Notary Public, the notary seal must be stamped so it is of a readable manner in order for the document to be recorded, the County Clerk reserves the right to refuse the recordation if the seal is not readable.

