

## **EASEMENT AGREEMENT**

The undersigned **Patricia B. Fox Drake A/K/A Patricia B. Fox**, having a 64% interest, 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;

A stripe of land being 12 feet wide, being 6 feet wide on each side of center line, more or less and being located in the SW1/4SE1/4 of Section 5, Township 55 North, Range 84 West, of the 6<sup>th</sup> P.M., Sheridan County, State of Wyoming. Said easement area is shown on Exhibit "A," which by reference is attached hereto and incorporated herein. 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 30 foot wide temporary construction easement to be used by the contractor for equipment to construct an irrigation pipeline. The permanent easement being 12 foot wide is part of the temporary construction easement to be used by the contractor. The Grantor will allow ingress, egress and regress on and across the temporary construction easement during the construction phase and said ingress, egress and regress will be allowed by Grantor in cases of maintenance and/or emergency purposes on and across the permanent easement area. It is further understood that any lands disturbed resulting from the egress and regress of that area where the irrigation facility crosses the Grantor's land, the parties entering the land will be solely responsible for the reclamation of the disturbed areas to the satisfaction of the Grantor.
2. Grantor shall be held harmless and indemnified from any and all legal actions resulting from the negligence of the Grantee, its agents or contractors and from anyone associated with the irrigation facility that has cause to enter upon said lands of the Grantor for the purpose of and intent of exercising those rights permitted to the user of the ditch.
3. 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.
4. 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 notification to the users of the ditch should any action be taken specifically with opening or shutting of the head gate.
5. 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.
6. The portion of the irrigation facility not being used due to the relocation of that portion of the irrigation ditch will be reclaimed by the Grantor prior to the completion of the project.

7. The Grantee, its agents and contractors will be responsible for the reclamation of any portion of the existing trail and/or road that is not used to access the relocated irrigation facility in a condition similar to the adjacent topography or better.
8. It is further agreed that the irrigation pipe will be buried a minimum of four feet deep.
9. It is further agreed that any fencing removed or damaged as a result of this project will be replaced of the same or as similar to the same type of fencing material removed or damaged.
10. It is further agreed that the Grantee has agreed to relocate a portion of the existing ditch further up the contour of the land to enable the Grantor to utilize that land where the existing ditch was located prior to being relocated.
11. 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 10<sup>th</sup> day of October, 2013.

Patricia B. Fox Drake  
Patricia B. Fox Drake, Grantor

**ACKNOWLEDGEMENT**

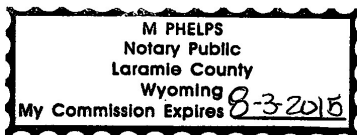
STATE OF WYOMING )  
 ) ss:  
COUNTY OF LARAMIE )

The foregoing instrument was acknowledged before me this 10 day of October, 2013,  
by: Patricia B. Fox Drake.

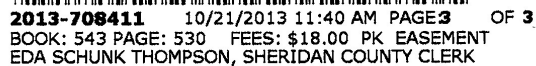
Witness my hand and official seal:  
My Commission Expires: 8-3-2015  
[NOTARY SEAL]

M Phelps  
Notary Public

Please Place Notary Seal Below:

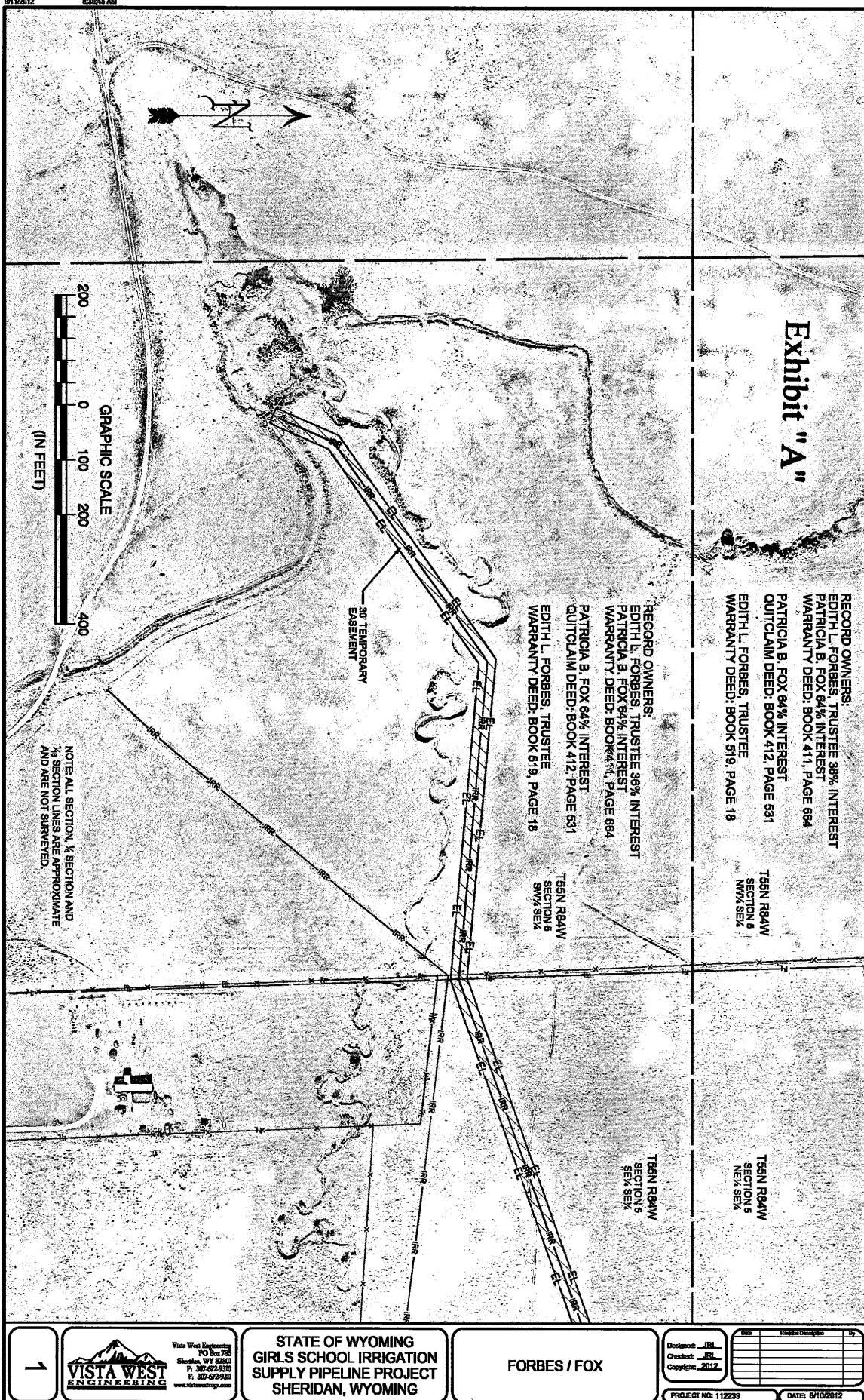


[NOTARY SEAL] – in accordance to regulations that govern the Notary Public, the notary seal must be stamped so it is of a readable manner in order for the document to be recorded, the County Clerk reserves the right to refuse the recordation if the seal is not readable.



BOOK: 543 PAGE: 530 FEES: \$18.00 PK EASEMENT  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

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8:35:16 AM

EASEMENT EXHIBIT

**NO. 2013-708411 EASEMENT**

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK  
WORLD WIDE CONSULTANT GROUP LLC 1842 SUGARLAND DR S  
PMB 198 SHERIDAN WY 82801