

RIGHT-OF-WAY AGREEMENT

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FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) and other good, valuable and legal consideration in hand paid, the receipt of which is hereby acknowledged, Donald H. Roberts and Ermal M. Roberts, husband and wife, hereinafter referred to as Grantors do hereby grant unto the City of Sheridan, a municipal corporation of Sheridan County, Wyoming, the Grantee, the right to construct and maintain and drive over a roadway described as follows, to-wit:

A roadway to be constructed in accordance with the design set forth by Black and Veach, Consulting Engineers, Access Road Plan and Profile, sets 25 and 26, Sheridan, Wyoming, Water Works Improvements (1964) over and along the following described center line;

Beginning at a point on the east line of Section 19, T. 36 N., R. 84 W., from which Military Reservation Marker number 41, which represents the Southeast corner at said Section 19 bears South, 111.8 feet; thence S. 85° 10' W., 1063.99 feet to the point of curvature of a curve to the left having a radius of 250 feet; thence along said curve for a distance of 406.14 feet to a point; thence S. 7° 55' E., 149.84 feet to the point of curvature of a curve to the left having a radius of 550.0 feet; thence along said curve for a distance of 424.93 feet to a point; thence S. 52° 11' E., 1291.85 feet to the point of curvature of a curve to the right having a radius of 500.0 feet; thence along said curve for a distance of 144.14 feet to a point; thence S. 35° 40' E., 364.51 feet to the point of curvature of a curve to the left having a radius of 400.0 feet; thence along said curve 146.12 feet to a point; thence S. 56° 36' E., 122.24 feet to the point of curvature of a curve to the left having a radius of 200.0 feet; thence along said curve for a distance of 139.69 feet to a point; thence N. 83° 23' E., 103.45 feet to a point on the west line at the City water Treatment Plant Tract from which the Southwest corner thereof bears S. 0° 32' E., 14.08 feet.

TO HAVE AND TO HOLD such right-of-way upon the following provisions and conditions:

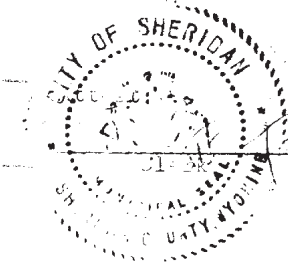
1. That the road shall be constructed and maintained at the sole expense of the Grantee, who shall install and maintain and replace when necessary culverts for the maintenance of the irrigation system of the fields over and above which said road runs.

2. That the Grantee shall install and forever maintain proper drainage facilities to prevent the accumulation of water from irrigation and runoff along the road and the barrow pit to prohibit the accumulation of water which will damage fields and other property of the Grantors, and for continued proper control of runoff water to prevent erosion on any lands owned and controlled by the Grantor, including the right-of-way.

3. That the road shall be for the sole purpose of controlling, maintaining and operating the City water treatment plant and shall not be available for use or travel by any parties other than employees or agents of the City of Sheridan, Wyoming, for the above purposes.

4. That the City shall provide and keep gates and locks on the Grantors' property with keys to be furnished and available to both the Grantors or their successors in interest and the City.

EXECUTED this 23rd day of December, 1964.



THE CITY OF SHERIDAN, WYOMING,
a municipal corporation

By: W. Harker
Mayor

Ernest M. Roberts
Grantors

NOTARY PUBLIC)
SHERIDAN) SS



On this 23rd day of December, 1964, before me appeared Walt Harker to me personally known, who, being by me duly sworn, did say that he is the Mayor of Sheridan, Wyoming, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and acknowledged in behalf of said corporation by authority of its Board of Directors and the said Walt Harker acknowledged said instrument as his free act and deed of said corporation. Given under my hand and notarial seal this 23rd day of December, 1964.

V. P. Frith
Notary Public

Commission expires: October 1, 1965.

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STATE OF WYOMING)
) SS
COUNTY OF SHERIDAN)

On this 14th day of December, 1964, before me personally appeared Donald H. Roberts and Ema M. Roberts, husband and wife, and acknowledged to me that they executed the above and foregoing Right-of-Way Agreement as their free act and deed and that they know and understand the contents thereof.

Edith Guiselman Rose
Notary Public

My Commission expires: April 22, 1967.

