

132
RECORDED DECEMBER 30, 1964 BK 148 PG 132 NO. 499227 B. B. HUME, COUNTY CLERK
RIGHT-OF-WAY AGREEMENT

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 Erma M. Roberts, husband and 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 of lay, maintain, inspect, alter, repair, operate, protect, remove and relay a pipeline or lines for the transportation of water together with such appurtenances as are hereinafter described under the following described land situated in Sheridan County, Wyoming, to-wit:

PARCEL 1:

A strip of land situated in the Southwest quarter of the Northwest quarter, the Southeast quarter of the Northwest quarter, the Northeast quarter of the Southwest quarter, the Northwest quarter of the Southeast quarter and the Northeast quarter of the Southeast quarter of Section 29, Township 56 North, Range 84 West of the 6th P.M., being 30 feet in width lying 15 feet on each side of the following described center line:

Beginning at a point on the east line of the City Water Treatment Plant site from which a fence corner representing the West quarter corner of said Section 29 bears S. 63° 34' W. a distance of 1143.7 feet; thence along said center line S. 61° 59' E. 526.8 feet to a point; thence S. 72° 09' E. 2500.0 feet to a point from which a fence corner representing the Southeast corner of the Northwest quarter of the Southeast quarter of said Section 29 bears S. 7° 03' E. a distance of 929 feet; thence N. 37° 28' E. 296.0 feet to a point; thence East 198.8 feet more or less to a point on the westerly line of the City North low reservoir tract from which the Southwest corner of said reservoir tract bears S. 33° 00' W. 122.4 feet more or less. The above described tract contains 2.43 acres, more or less.

PARCEL 2:

A strip of land situated in the Southwest quarter of the Northwest quarter of Section 29, Township 56 North, Range 84 West of the 6th P.M., being 30 feet in width, lying 15 feet on each side of the following described center line:

Beginning at a point on a fence line which represents the South line of said Southwest quarter of the Northwest quarter of said Section 29, from which a fence corner representing the West quarter corner of said Section 29 bears N. 88° 33' W. a distance of 762.7 feet; thence along said center line N. 14° 27' E. 483.54 feet to a point on the South line of the City Water Treatment Plant tract from which a fence corner represents the West quarter corner of said Section 29 bears S. 62° 50' W. 993.8 feet. The above described tract contains 0.34 acres, more or less.

PARCEL 3:

A strip of land situated in the SW $\frac{1}{4}$ of Section 29, T. 26 N., R. 84 W. of the 6th P.M. being 30 feet in width and lying 15 feet on each side of the following described center line:

Beginning at a point on the South line of the City Water Treatment Plant Tract from which a fence corner representing the West $\frac{1}{4}$ corner of said Section 29 bears S. 38° 14' W. a distance of 860.6 feet; thence along said center line S. 30° 24' W. 345.95 feet to a point; thence S. 36° 36' W. 208.25 feet to a point from which a fence corner representing the West $\frac{1}{4}$ corner of said Section 29 bears S. 73° 59' W. a distance of 346.4 feet. The above described tract contains 0.38 acres, more or less.

PARCEL 4:

A strip of land situated in the E $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 29, T. 26 N., Range 84 West of the 6th P.M., being 30 feet wide and extending 15 feet on each side of the following described center line:

Beginning at a point on the south right-of-way line of State Secondary Highway Number 1700 from which Military Reservation Marker No. 42, which represents the north-west corner of the NE $\frac{1}{4}$ of said Section 29, bears N. 47° 22' W. a distance of 3247.4 feet; thence S. 4° 24' W., 1727.0 feet to a point; thence S. 79° 17' E. 129.0 feet to a point on the west line of the present City of Sheridan North-High Level Reservoir Tract. The above described tract contains 1.3 acres 1.

together with the rights of ingress and egress to and from said line or lines, or any of them, 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 additional fixtures, equipment or appurtenances, be installed hereunder, which would constitute

an additional burden upon the right-of-way conveyed hereunder, then such additional consideration shall be paid for the same by the grantee to grantors as shall be agreed upon between the 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 to not build, create or construct any obstruction, works or other structure over said pipeline or lines, nor grant permission for the same to be done by others, except as may be agreed to in writing by the grantee.

IT IS FURTHER PROVIDED AND AGREED, as 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 grantors from the exercise of the rights herein granted, whether arising from the original construction of said line or lines, 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 pipeline or lines 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 reseeded after construction is completed and the cost of seeding, 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 to be placed on either side of the right-of-way

said braced posts to be butt-treated $3\frac{1}{2}$ feet, set at least 3 feet in the ground, and braced and cross-braced as requested by the grantor. 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 or lines 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.

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 or lines 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 grantor, grantee shall, within six months from the date said written notice is postmarked, remove such pipeline from the premises of grantors or its successors in interest and in the event grantee fails to effect such removal within said period, then grantors or their successors in interest shall become full owners of said pipeline and grantee shall have no further interest therein.
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 ease-

136

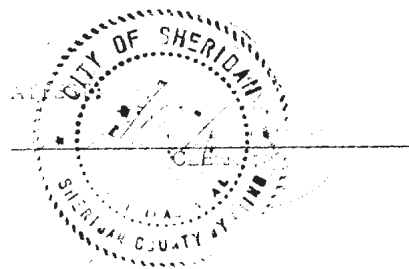
ment, and that in the event the parties hereto are unable to agree as to the amount of such damages, losses and costs, the grantors reserve the right, if necessary to institute legal action against grantee for said damages, losses and costs.

3. The during the actual construction of the pipelines provided for herein, and subject to all the provisions hereof, Grantee shall be entitled to use a 60-foot construction right-of-way strip, being 30 feet on either side of the pipeline center lines provided for herein. Construction shall be deemed to have been completed when the City accepts the completed project from the Contractor.
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 this 23rd day of December, 1964.

THE CITY OF SHERIDAN, WYOMING,
a municipal corporation

BY: W. J. Farber
MAYOR



Ernest M. Roberts
GRANTORS

STATE OF WYOMING)
COUNTY OF SHERIDAN) SS

137

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 County, Wyoming, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said Walt Harker acknowledged said instrument to be the free act and deed of said corporation.



Given under my hand and Notarial seal this 23rd day of December, 1964.

Virginia P. Fritz
Notary Public

Commission expires: October 1, 1965.

STATE OF WYOMING)
COUNTY OF SHERIDAN) SS

On this 14th day of December, 1964, before me personally appeared Donald M. Roberts and Erma M. Roberts, husband and wife, who acknowledged to me that they executed the above and foregoing Joint Day Agreement as their free act and deed and that they knew and understand the contents thereof.



Earth Hisselman Rose
Notary Public

Commission expires: April 22, 1967.