

PERMANENT CONSTRUCTION EASEMENT

RECORDED FEBRUARY 3, 1984 BK 282 PG 467 NO.892992 MARGARET LEWIS, COUNTY CLERK

Know All Men By These Presents:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, the receipt of which is hereby acknowledged and confessed, Pete Jensen and Dagmar S. Jensen, husband and wife, of the County of Sheridan and State of Wyoming, hereinafter called the grantor, hereby grants to THE STATE HIGHWAY COMMISSION OF WYOMING, its assigns or successors, hereinafter called the grantee, the right to lay out, construct, inspect, operate and maintain buried perforated drains across the following described lands located in the County of Sheridan and State of Wyoming, to-wit: Lot Y, M. Guy Wood Ranch, NE $\frac{1}{4}$ SE $\frac{1}{4}$  Section 31, T. 56 N., R. 84 W., 6th P.M., Wyoming

The right of way hereby granted being more particularly described as follows:

All that portion of Lot "Y" of the Subdivision of the M. Guy Wood Ranch, located in the NE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 31, T. 56 N., R. 84 W. of the 6th P.M., being described by metes and bounds:

Commencing at the northeast corner of said Section 31; thence S.02°47'29.1"W. a distance of 3,801.99 feet to the True Point of Beginning, said point of beginning also being located on the northerly right of way boundary of Wyoming Highway Number 331; thence S.88°15'43.3"W. a distance of 194.44 feet; thence S.51°10'16.8"W. a distance of 352.95 feet to a point on the south boundary of the said NE $\frac{1}{4}$ SE $\frac{1}{4}$ ; thence S.89°52'24.9"E. along said south boundary a distance of 194.45 feet; thence N.50°22'11.1"E. a distance of 356.86 feet to the point of beginning.

The above-described parcel of land contains 0.97 acre, more or less.

NOTE: All bearings and distances in this description are based on the Wyoming State Plane Coordinate System, East Central Zone, modified to Wyoming Highway Department Coordinate System by an adjustment factor of 1.00030.

It is further provided and agreed, as a part of the consideration for the easement granted hereby, as follows:

Grantor also grants the right of ingress and egress to and from the said land for any and all purposes necessary and incident to the exercise by the grantee, and the public, of the rights granted by this conveyance.

Grantors hereto do hereby waive and release all rights under and by virtue of the homestead exemption laws of the State of Wyoming insofar as affected by this conveyance.

The grant herein contained is an easement and shall be perpetual so long as the main traveled portion of said land is used for the aforementioned purposes, and whether or not actually fenced or used in its entirety for the aforementioned purposes.

Grantee shall install the underdrain so no portion of said underdrain shall be above or at ground surface.

Grantee, its agents or contractors, shall complete any and all construction, installation, or any subsequent work within ninety days from the time the Grantee, its agents or contractors, enter upon the easement area for any construction purposes. The Grantee or its agent will notify the Grantors by certified mail ten days prior to entry upon said easement area by the Grantee, its agent or contractors.

Grantors shall retain grazing rights on said easement area and hereby agree not to construct or place any permanent structure on easement area.

Grantee shall construct a temporary fence along the perimeter of the easement area before any major construction is started within the easement area. Said fence shall consist of five strands of barbed wire stretched tight and attached to steel "T" posts which shall be a minimum of 5 $\frac{1}{2}$ -feet in length, shall weigh a minimum of 7.99 pounds, shall be driven 18-inches in the ground and shall be spaced 16 $\frac{1}{2}$  feet apart with one metal stay installed midway between the posts. The corner posts shall be steel angles of minimum section of 2 $\frac{1}{2}$ -inches x 2 $\frac{1}{2}$ -inches x  $\frac{1}{2}$ -inch, minimum length of 7 feet with notches, studs, or holes to hold the fence line and shall be driven a minimum of 3 feet in the ground. The corner posts shall be bolted to diagonal braces which shall be steel angles of minimum section of 2-inches x 2-inches x 3-1/16 inch and length of 7-feet and which shall be anchored at the lower end by metal stakes or concrete block anchors which shall have a minimum of 64-square inches of ground contact opposing the thrust of each brace.

Grantee shall remove and stockpile the topsoil from all disturbed areas within the easement area and upon completion of work, the disturbed areas shall be blended and sloped to the contour of the ground surface and the topsoil shall be replaced in a uniform depth.

Grantee shall reseed the disturbed areas of the easement area with a mixture of Intermediate Wheatgrass, ten pounds pure live seed per acre and Lincoln Smooth Bromegrass, five pounds pure live seed per acre, certified free of noxious weeds. Certification of seed shall be given to the Grantors before spreading or drilling of said seed.

Grantee shall apply 30-10-0 fertilizer at the rate of 200 pounds per acre to the reseeded, disturbed areas of the easement.

Grantee shall give the Grantors or their representative, advance notice of performance of each operation specified herein, so the Grantors or their representative may be present to inspect said work and/or materials used. Grantors will issue a certification of satisfactory performance to the resident engineer in charge of construction upon completion of each specified function as specified herein.

Grantee shall reimburse the Grantors for any and all damages that may occur to the pasture as a result of any subsequent maintenance or repair to the structure that is to be installed within the easement area. In the event the Grantee and Grantors are unable to agree to the damage settlement, the Grantor reserves the right to institute legal action against the Grantee.

Grantee shall pay the consideration of ninety-four and 74/100 dollars (\$94.74) plus interest from January 1, 1983 to the date of payment. Said rate of interest shall be fourteen percent (14%). Said consideration is to be paid separately and not as part of any other consideration listed herein. The above-stated consideration, plus interest, satisfies the Grantors construction area trespass claim against the Grantee.

Grantee upon the completed use of the easement area for any major construction shall remove the temporary fence including all wire, posts, postclips and any cut ends of wire from the easement area. Any post holes shall be filled and tamped solid.

Grantee agrees to pay to the Grantors the consideration of twelve thousand two hundred twenty-two and 00/100 dollars (\$12,222.00) for the easement area described herein, thirty days after the date the Grantors sign the easement.

WITNESS the execution hereof the 3<sup>rd</sup> day of February, 1984.

GRANTOR:

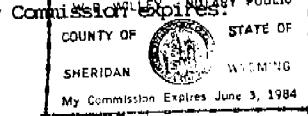
Witnessed by:

Don Bederth

STATE OF WYOMING )  
) ss.  
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of February, 1984, by Pete Jensen and Dagmar S. Jensen.

Witness my hand and official seal.  
My Commission Expires: June 3, 1984



Pete Jensen  
Dagmar S. Jensen

February

W. D. Willey  
Notary Public

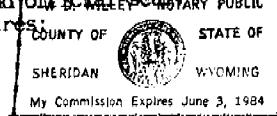
GRANTEE:

William E. Conn  
Wyoming State Highway Department  
Title: DIST. CONST. ENGR

STATE OF WYOMING )  
) ss.  
COUNTY OF SHERIDAN)

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W. D. Willey  
Notary Public