

RECORDED JUNE 21, 1994 BK 367 PG 115 NO 171596 RONALD L. DALLEY, COUNTY CLERK
EASEMENT AGREEMENT

This Agreement made this 10th day of May, 1994, by and between Roger K. Jensen and Pete Jensen, Trustees under the Pete Jensen Agreement of Trust dated the 16th day of February, 1984, of Sheridan County, Wyoming, hereinafter referred to as "Grantors", and the Sheridan Area Water Supply Joint Powers Board, a joint powers board existing under agreement between the County of Sheridan, Wyoming and the City of Sheridan, Wyoming, hereinafter referred to as "Grantee".

For and in consideration of One Thousand One Hundred Ninety Seven and 00/100 Dollars (\$1197.00), and other good and valuable consideration, Grantors convey to Grantee a non-exclusive easement and right-of-way across and under the following-described real property, described as:

SEE EXHIBITS "A" AND "B"

for the purposes of surveying, constructing, installing, inspecting, operating, maintaining, repairing and replacing an underground water line, together with all appurtenances that may be necessary and convenient for the conveyance of water, together with the right of ingress and egress upon and across the easement for the aforesaid purposes.

IT IS FURTHER PROVIDED AND AGREED, as a part of the consideration for the right-of-way granted hereby, as follows; to-wit:

1. Grantee hereby agrees that the Grantors shall be fully compensated 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 easement, 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.

2. Grantee agrees to give advance notice to the Grantors or their representative, of performance of each operation specified herein so that Grantors or their representative may be present to inspect said work. Once construction is completed, Grantee shall be afforded the right to ingress and egress to the easement through Grantors' property by walking after notification is given to Grantors; however, all vehicular traffic must proceed solely along the easement unless approval is given by Grantors to ingress and egress via other lands owned by Grantors.

3. Grantee agrees that it will cooperate as far as possible to the end that the construction, or maintenance and repair, of the pipeline under said easement will not interfere with the irrigation of crops, and that if such interference does occur, Grantors will be compensated for any damage or loss resulting.

4. Grantee agrees to install all appurtenances that may be necessary or convenient for the conveyance of water so that no portion thereof shall extend or project above the ground surface, except for one (1) air vent pipe, which shall be allowed to extend to a height of two feet above the ground surface, and shall be located on a line 2 1/2 feet from the centerline of the ditch with any above ground bend in the pipe parallel with such ditch.

5. Grantee agrees that all trenching shall be done in such a manner that topsoil and subsoil shall be separately piled and that subsoil shall be returned to the bottom of the trench and all topsoil shall be replaced on top thereof. All material shall be compacted sufficiently so that subsequent irrigation will not cause subsidence of the fill material.

Any excess fill material which is removed shall be subsoil only.

Any boulders or coarse gravel not originally upon the surface of the easement area shall be removed.

Grantee further agrees to reshape and restore to the contour of the ground surface all areas disturbed during construction.

Grantors shall be responsible for all reseeding of the ground surface disturbed during construction within the perpetual and temporary construction easement.

6. Grantee agrees that all disturbed soil within a distance of eight feet from the center line of Grantors' main ditch shall be thoroughly tamped as the soil is replaced, and that the main ditch shall be restored to its original size and location.

7. Grantee acknowledges that it is aware that the Grantors flood irrigate the area covered by this easement and agrees that the pipeline and bedding materials shall be designed and installed in such a manner so that they will not effect an underdrain, but that if such condition should occur and cause subsidence along the pipeline on the western slope of Jensen Draw, the Grantors shall not be held responsible for such condition.

8. Grantee agrees that any fence belonging to the Grantors that is damaged, altered or constructed in connection with this project, shall be built or rebuilt to the following specifications or better:

Grantee agrees that, before any division or cross fence belonging to the Grantors is cut, Grantee shall cause two sturdy braced posts of pressure-treated wood, with minimum dimensions of 6 in. top x 7.5 ft. length, set 3 ft. in the ground and tamped solid, to be set on both sides of the desired opening. Each pair of posts shall be braced with a pressure-treated wood post, with minimum dimensions of 4 in. top x 6.5 ft. length, placed parallel to the ground, with each end set in a 1 in. mortise in the respective post to provide a flat-bearing surface. Each end shall be nailed to the post with two 30 d common nails. An angled wire brace, consisting of either 4 strands of No. 9 galvanized wire or 2 strands of twisted 12½ gage galvanized barbless wire, looped around the posts and spliced to form a continuous loop, shall be applied to each pair of brace posts and stapled at ground level on the post nearest the intended opening and 4 ft. above ground level at the other post. The brace wire shall be tightened by placing a 12" - 18" stick in the loop at the mid-point and rotating so as to

twist the wire together until taut.

The existing fence line wires shall then be stapled securely to the brace posts before being cut, after which each wire shall be cut with adequate length to be wrapped one-and-one-half turns around the end post and be pulled tight against itself, and be tightly wrapped around itself close to the post a minimum of four turns.

If Grantee wants permanent gates in Grantors' boundary fence, such gates shall be constructed with two end sticks with minimum dimensions of 4 in. diameter x 52 in. length, one center stick with minimum dimensions of 3 in. diameter x 52 in. length, wired with barbed wires, one more in number than the line fence or a minimum of five wires, each wire wrapped two turns around each end stick and then wrapped a minimum of four turns upon itself and stapled to the stick. The gate wires shall be spaced 4 in. from the top and 6 in. from the bottom of the gate sticks, with equal spaces between all other wires.

The overall length of the gate shall be not less than one foot less than the width of the opening. The gate shall be mounted with top and bottom loops around the gate post at each end, which loops shall be made of twisted 12½ gauge galvanized barbless wire, doubled and with the ends looped together and each wrapped back around itself. The gate loops at the hinge end shall be installed around the gate stick with the bottom loop above the lowest gate wire and the top loop below the top gate wire. The gate loops at the closing end shall be installed around the gate post 6 in. and 48 in. above ground level. The two loops at the hinge end and the bottom loop at the closing end shall be stapled on both sides of the post to hold them in a level position. The top loop at the closing end shall be stapled loosely at the back side of the post so that it is free to swing up and down.

Permanent gate openings shall not be more than 12 ft. wide, and if Grantee wants wider openings for temporary construction purposes, brace posts shall be set on each side thereof as previously detailed, and temporary gates with a minimum of five

wires shall be installed therein.

Temporary openings wider than 18 ft. shall be closed with a temporary fence of five wires attached to 5.5 ft. steel posts spaced not over 16 ft. apart when not being used for passage.

At the completion of the installation of the said water line, any fence openings more than 12 ft. wide shall have additional brace sections, as previously detailed, installed as necessary to make the permanent gate openings 12 ft. or less. If gates are not wanted, the openings shall be fenced so as to be equal to or better than the original fence.

All barbed wire used shall be 12 $\frac{1}{2}$ gauge galvanized and all staples shall be a minimum of 2 in. x 9 gauge. Line fence posts shall be pressure treated, 5 in. top x 6.5 ft., set two feet in the ground and tamped solid.

9. Grantee agrees that if livestock are in Grantors' field wherein the easement is located during construction or maintenance of said pipeline, all machinery shall be removed therefrom each night and/or any day when construction is shut down, or such machinery shall be enclosed by temporary fence adequate to prevent contact by livestock with such machinery. Also during such periods, any open trench shall be fenced adequately to prevent a hazard to livestock.

10. In the event Grantee ceases to use and operate said pipeline 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 the Grantors, Grantee shall, within six months from the date said notice is postmarked, remove such pipeline from the premises of Grantors or their successor in interest, and in the event Grantee fails to effect such removal within said period, then Grantors or their successor in interest shall become full owner of said pipeline and Grantee shall have no further interest therein.

11. The rights granted herein are non-exclusive, and that except as the same may be necessary for the purposes herein granted

to said Grantee, the Grantors shall have the right to fully use and enjoy said premises, including but not limited to, the right to cultivate, plant, irrigate, and harvest the same, and to construct roads or streets or walkways either unpaved or paved, with or without curb and gutter over said pipeline.

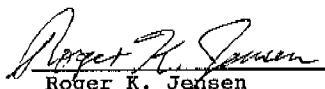
The Grantors also reserve the right to grant unto others the right and privilege of utilizing or crossing the right-of-way, so long as those rights do not interfere with the rights of the Grantee hereunder.

12. Grantee agrees to be responsible for any and all damage to property or injury to or death of persons, including all costs, expenses and attorney's fees related thereto, arising in connection with the construction, alteration, repairs, renewals or uses or removals of the said underground pipeline. In accepting such responsibility, however, Grantee does not in any manner waive its rights to immunity as provided to it under state or federal law.

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.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate on the day hereinabove first mentioned.

GRANTORS:



Roger K. Jensen



Pete Jensen

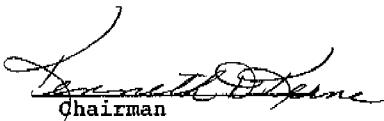
GRANTEE:

SHERIDAN AREA WATER SUPPLY
JOINT POWERS BOARD

ATTEST:



Paul D. Ballek
Secretary



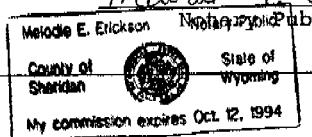
Donald D. Deane
Chairman

STATE OF WYOMING)
: ss.
County of Sheridan)

The foregoing instrument was acknowledged before me by
KENNETH D. KERNS, this 10th day of MAY,
1994.

Witness my hand and official seal.

My Commission Expires: _____

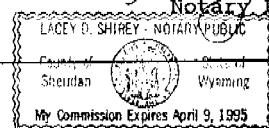


STATE OF WYOMING)
: ss.
County of Sheridan)

The foregoing instrument was acknowledged before me by
Roger K. Jensen, this 3 day of June,
1994.

Witness my hand and official seal.

My Commission Expires: _____



STATE OF WYOMING)
: ss.
County of Sheridan)

The foregoing instrument was acknowledged before me by
Pete Jensen, this 3 day of June,
1994.

Witness my hand and official seal.

My Commission Expires: _____

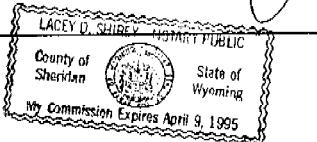


EXHIBIT "A"

A perpetual water line easement thirty (30) feet wide, being fifteen (15) feet each side of the following described centerline situated the SW $\frac{1}{4}$ NE $\frac{1}{4}$, Lot "Y" (SE $\frac{1}{4}$ NE $\frac{1}{4}$), Guy Wood Ranch Subdivision to Sheridan County, and the NE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 31, Township 56 North, Range 84 West, 6th P.M., Sheridan County, Wyoming, as shown on Exhibit "B" attached hereto and by this reference made a part hereof, said centerline being more particularly described as follows:

Commencing at the northeast corner of said Section 31; thence S40°40'50"W, 2192.16 feet to the POINT OF BEGINNING of the herein described easement, said point lying on a north-south fence line; thence N40°48'56"E, 244.16 feet along said centerline to a point, said point lying on the east line of said SW $\frac{1}{4}$ NE $\frac{1}{4}$ and the west line of said Lot "Y" of the Guy Wood Ranch Subdivision, said point being S40°39'49"W, 1947.99 feet from said northeast corner of Section 31; thence N40°48'56"E, 173.24 feet along said centerline to a point, said point lying on the north line of said Lot "Y" of the Guy Wood Ranch Subdivision and the south line of said NE $\frac{1}{4}$ NE $\frac{1}{4}$, said point being S40°38'55"W, 1774.76 feet from said northeast corner of Section 31; thence N40°48'56"E, 34.11 feet along said centerline to the POINT OF TERMINUS of said easement, said point lying on a east-west fence line and being S40°38'43"W, 1740.64 feet from said northeast corner of Section 31.

The above described easement contains 0.311 acres, more or less, and is subject to any rights-of-way and/or easements, reservations and encumbrances which have been legally acquired.

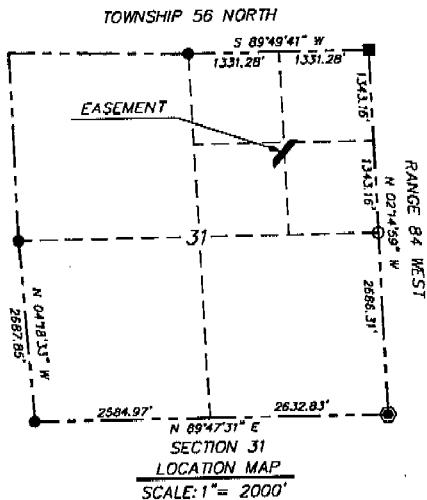
In addition, a temporary construction easement will be required, being a strip of land twenty five (25) feet wide, the southeasterly line of said strip being the northwesterly line of said perpetual thirty (30) foot wide easement, and also a strip of land twenty five (25) feet wide, the northwesterly line of said strip being the southeasterly line of said perpetual thirty (30) foot wide easement.

Said temporary construction easement contains 0.519 acres more or less, and will become null and void at the time that the project contractor's one year contractual warranty expires.

Basis of Bearings is Wyoming State Plane (East Central Zone).

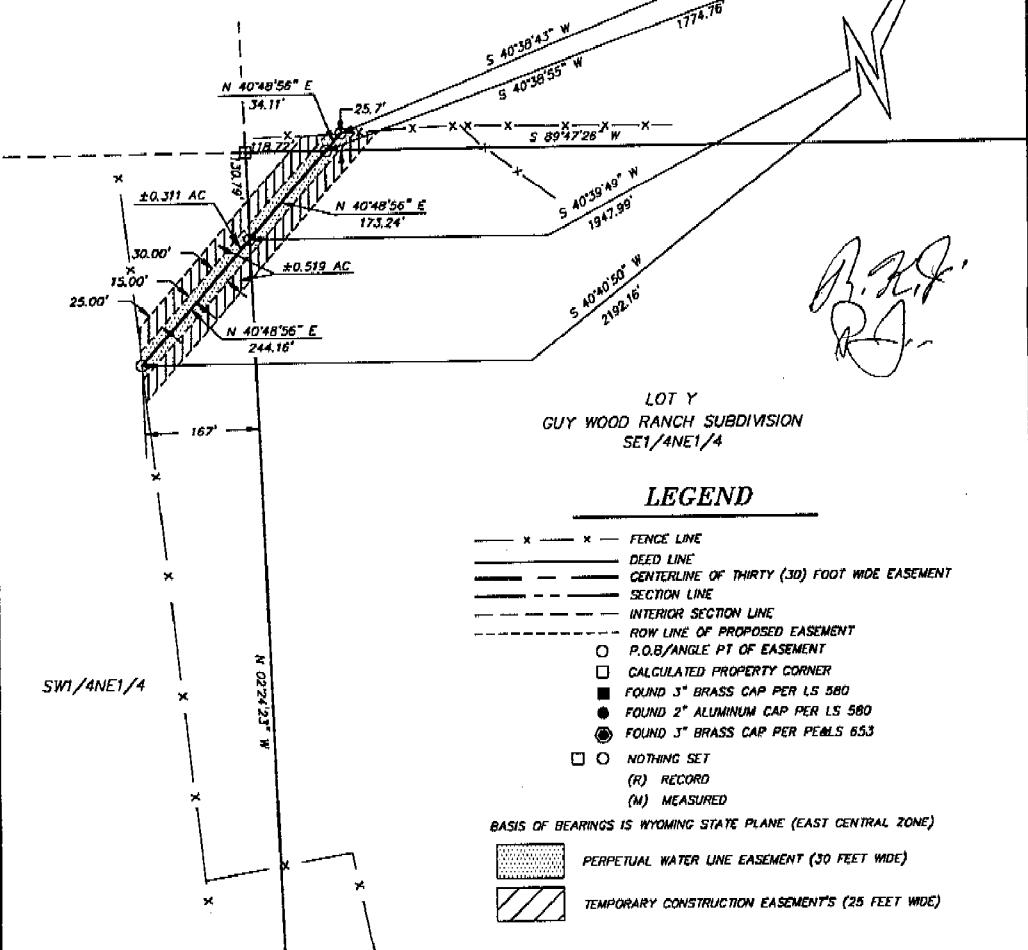


EXHIBIT "B"
WATERLINE EASEMENT



SCALE: 1" = 200'

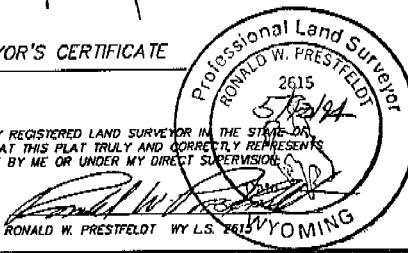
NE1/4NE1/4



SURVEYOR'S CERTIFICATE

STATE OF WYOMING
COUNTY OF SHERIDAN

I, RONALD W. PRESTFIELD, A DULY REGISTERED LAND SURVEYOR IN THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THIS PLAT TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION.



PREPARED BY: PRESTFIELD SURVEYING
P.O. BOX 3082
SHERIDAN, WY
307-672-7415
JN: 93040
DF: SWMP\HJM\8CE28
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123