

EASEMENT

THIS INDENTURE made between CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, a corporation of the State of Illinois, hereinafter referred to as Grantor, and the CITY OF SHERIDAN, Sheridan County, State of Wyoming, hereinafter referred to as Grantee, for and in consideration of One and No/100 Dollar (\$1.00) and other valuable consideration, in hand paid, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant and convey to the City of Sheridan, Wyoming, its licensees, successors and assigns, a right of way and easement for the construction, erection, operation, maintenance, repair, alteration, inspection and replacement of channel improvements in and along Little Goose Creek in connection with a Flood Control Project, over, on and across the following described real estate, belonging to said Grantor, situate in Sheridan County, State of Wyoming, to-wit:

PARCEL NO. 1: That portion of the Railroad Right of Way situated and lying in the Southwest Quarter of the Northeast Quarter ($SW\frac{1}{4} NE\frac{1}{4}$) of Section Thirty-five (35), Township Fifty-six (56) North, Range Eighty-four (84) West, of the Sixth Principal Meridian, as is set forth and delineated upon the attached plat, designated Parcel No. 1, as incorporated herewith.

PARCEL NO. 2: That portion of the Railroad Right of Way situated and lying in the East Half of the Northwest Quarter ($E\frac{1}{2} NW\frac{1}{4}$) of Section Thirty-five (35), Township Fifty-six (56) North, Range Eighty-four (84) West, of the Sixth Principal Meridian, as is set forth and delineated upon the attached plat, designated Parcel No. 2, as incorporated herewith.

PARCEL NO. 3: That portion of the Railroad Right of Way situated and lying in Lot B of the Palmer Addition to the City of Sheridan, Wyoming, as set forth and delineated upon the attached plat, designated Parcel No. 3, as incorporated herewith.

PARCEL NO. 4: That portion of the Railroad Right of Way situated and lying in the Southwest Quarter of the Northwest Quarter ($SW\frac{1}{4} NW\frac{1}{4}$) of Section Twenty-six (26), Township Fifty-six (56) North, Range Eighty-four (84) West, Sixth Principal Meridian, as set forth and delineated upon the attached plat, designated Parcel No. 4, as incorporated herewith.

Together with all rights of ingress and egress necessary for the full and complete use, occupation, and maintenance of the

easement hereby granted, and all rights and privileges incident thereto, including the right to cut, trim, and remove trees, brush, overhanging branches, and all other obstructions which may injure or interfere with grantee's use, occupation, operation, maintenance, repair, alteration, inspection and replacement of a Flood Control Project.

By the acceptance of this Easement the Grantee agrees, for itself, its licensees, successors or assigns, that any of them, or its contractors, agents and employees will hold the Grantor harmless from any loss or damage to property or to injury or death of any person whomsoever, in any way growing out of the use of said land for the purpose of constructing, erecting, operating, maintenance, repair, alteration, inspection or replacement of said Flood Control Project.

It is a condition of this grant that no work shall be done closer than ten (10) feet to the centerline of any track of the Grantor, except underneath any bridges included in the above described lands, and where temporary work must be performed to effectively accomplish the purpose for which this easement is granted, in which event such work shall be done in a manner that shall not damage the property of Grantor, nor interfere with the use, operation and maintenance of Grantor's bridges or other railroad facilities.

It is expressly understood that all methods and/or plans of temporary work affecting railroad property shall be coordinated with railroad officials and Corps of Engineers, U. S. Army, before commencing with each unit of work.

It is further a condition of this grant that the Grantee, or any contractor or subcontractor, performing work on the premises of Grantor, shall carry public liability and property damage insurance during the performance of such work with limits of at least \$100,000/\$300,000 for personal injury and \$100,000/\$300,000 for property damage.

TO HAVE AND TO HOLD the said right of way easement and privilege to the Grantee forever.

WITNESS my hand this 12th day of April, 1965.

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY



By W.K. Bush
Vice President

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

On this 12th day of April, 1965, before me personally appeared, W. K. Bush, to me personally known, who, being by me duly sworn, did say that he is the Vice President of the Chicago, Burlington & Quincy Railroad Company, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said W. K. Bush acknowledged said instrument to be the free act and deed of said corporation.

My Commission expires on the 31st day of March, 1969.

Given under my hand and notarial seal this 12th day of April, 1965.



P.M. Smith
Notary Public

SEARCHED
INDEXED
FILED
APR 15 1965
FBI - CHICAGO
Form
<u>Raymond E. Ke...</u>
Law Dept.
<u>J.D. King</u>
Land Dept.
<u>E. W. ...</u>
Engineering Dept.

48

47

FIRST ST.

DOW ST.

ST.

MANDEL ST.

ST.

ALGER AVE.

AVE.

Riley Mfg. Co.
Warehouses
160' x 100' x 10'

HEWSON STEEL & CO.
120' x 100' x 10'

AMERICAN
COMMERCIAL CO.

CONDINARY
CREAMERY

RYAN'S

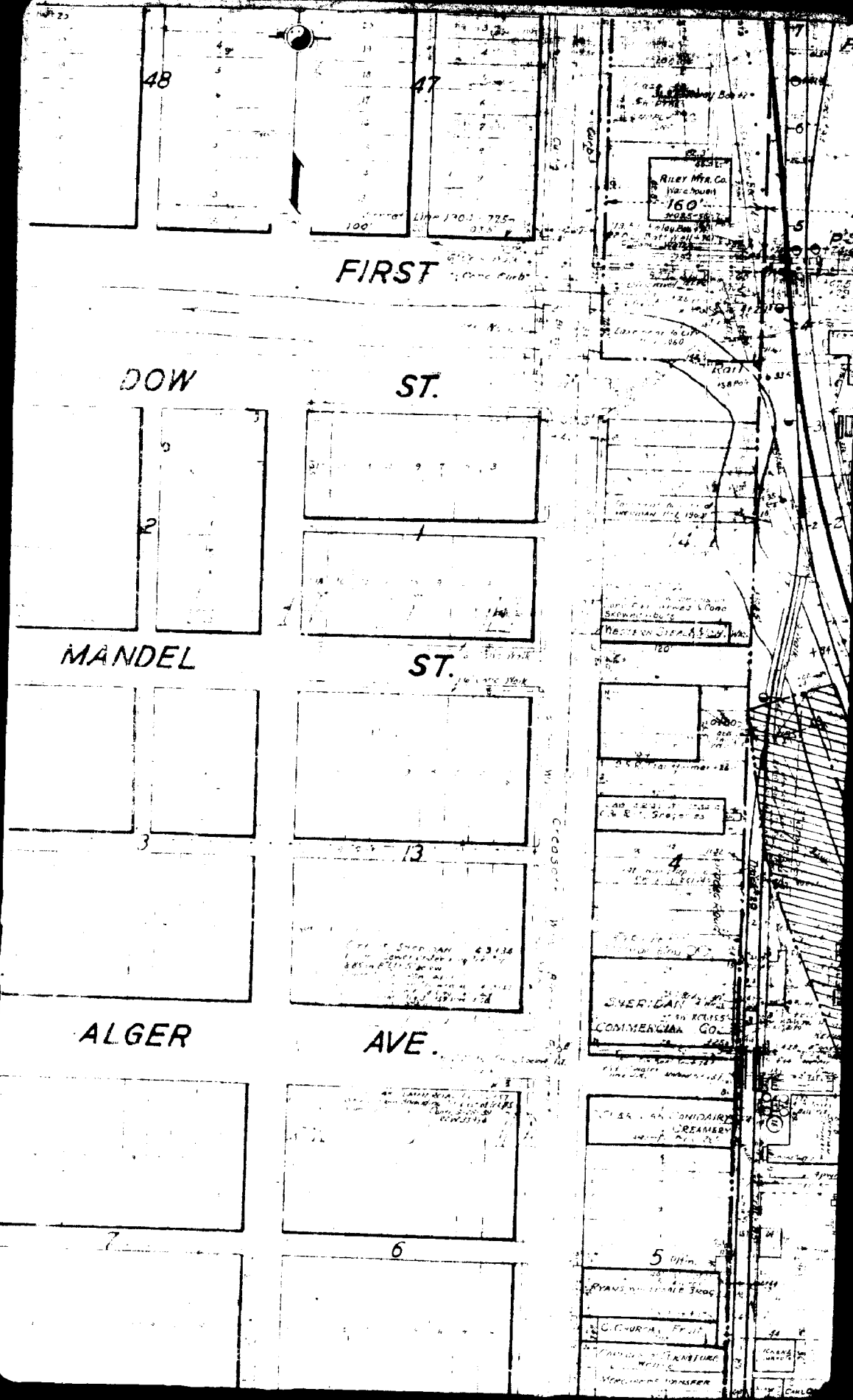
C. CURRIE

FRANKING

WOLFE

WOLFE

WOLFE





PROP Channel

CONCRETE HIGHWAY BR.
3 SPANS 5' WALL EACH SIDE

Old Channel

PUBLIC FILLING STATION

205

14

PARCEL #

Stable

BR 137

S. 20. 500000

30' 20' Cur / Pipe

28
707
COW SHED

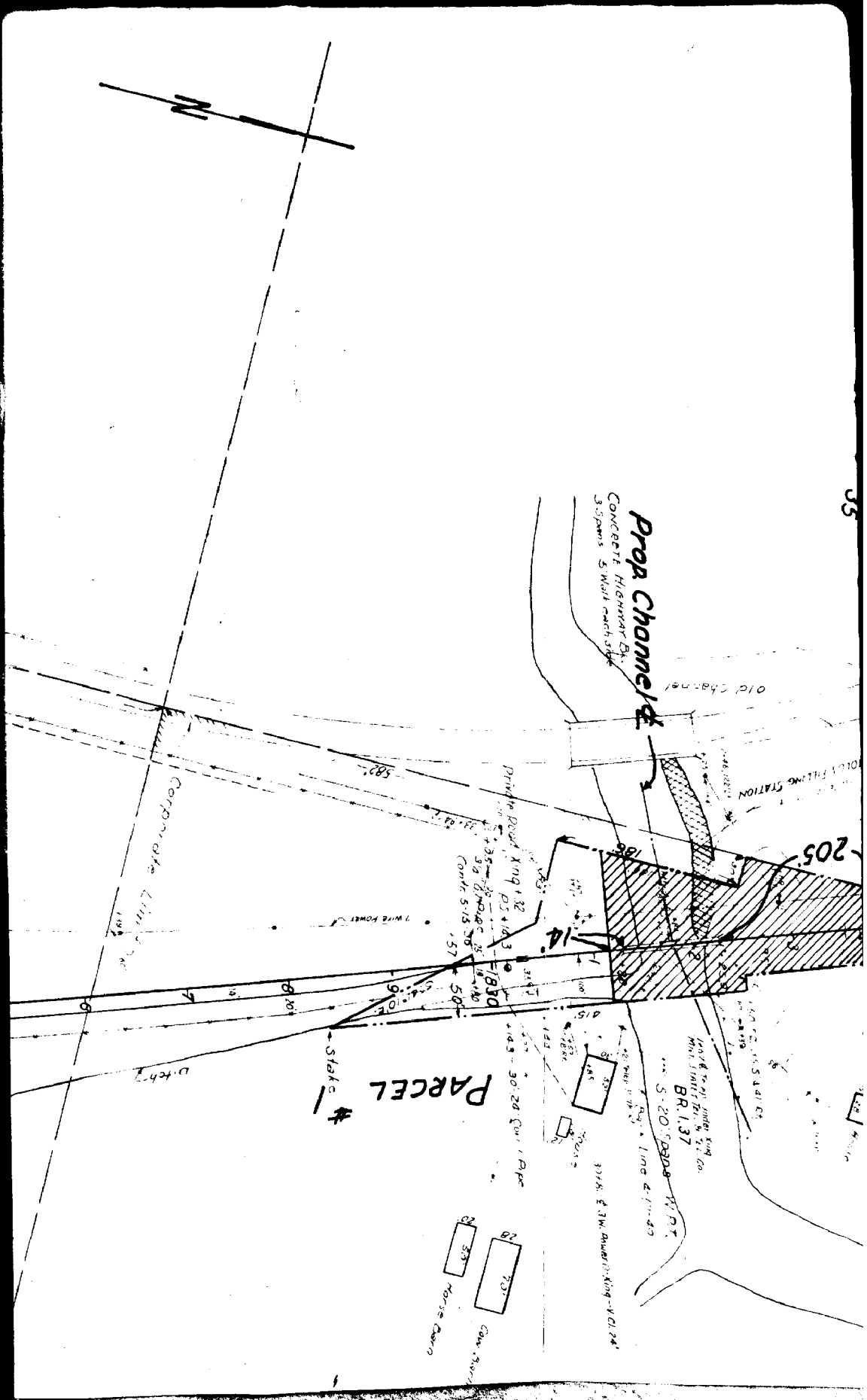
20
53
HORSE SHED

PHILIP ROAD KING 132
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Corporate Lim

Utility

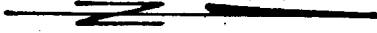
7 WIRE POWER



SHERIDAN

1" = 100'

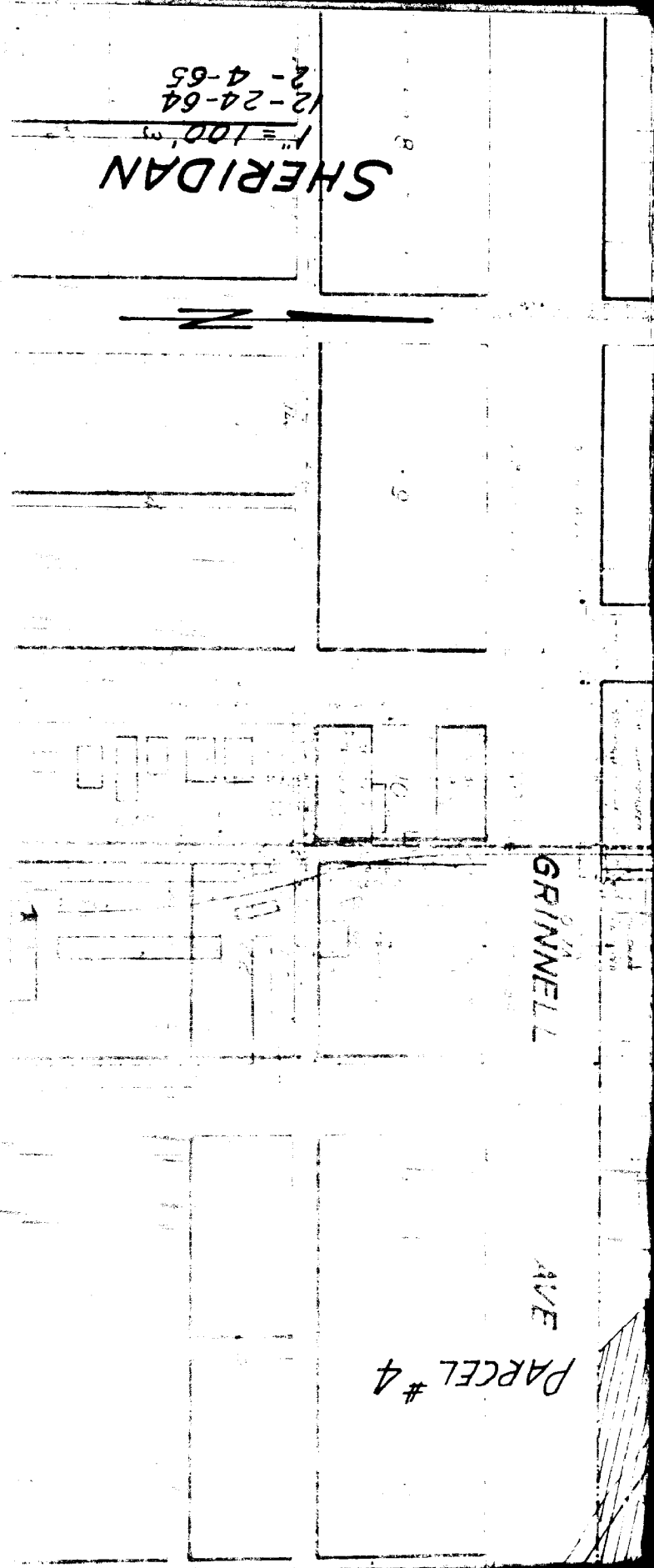
12-24-64
2-4-65



GRINNELL

AVE

PARCEL # 4



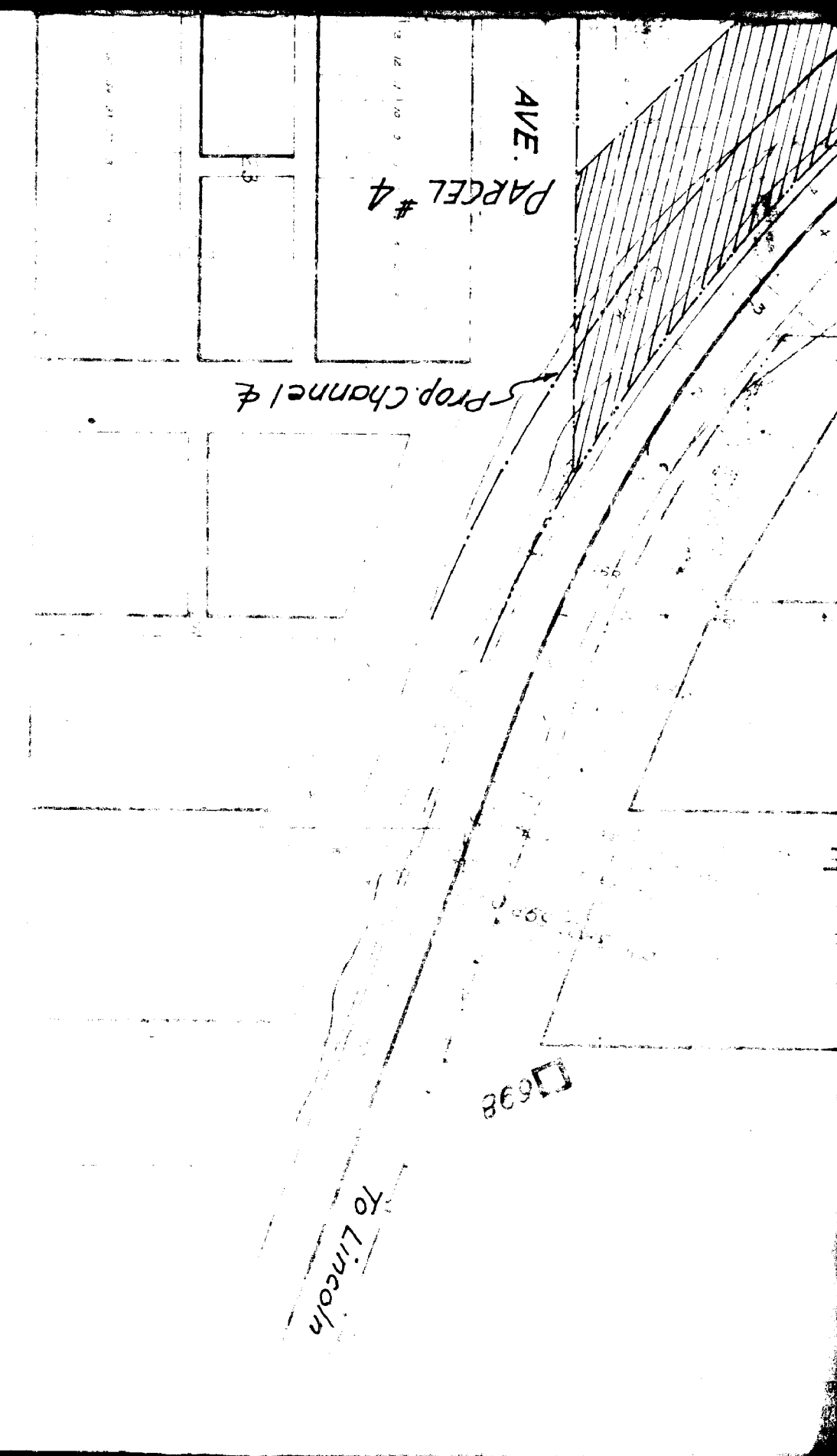
AVE.

PARCEL # 4

Prop. Channel &

1698

To Lincoln



BR 38

AVE.

SHERIDAN

ST.

SEC 26

57

53

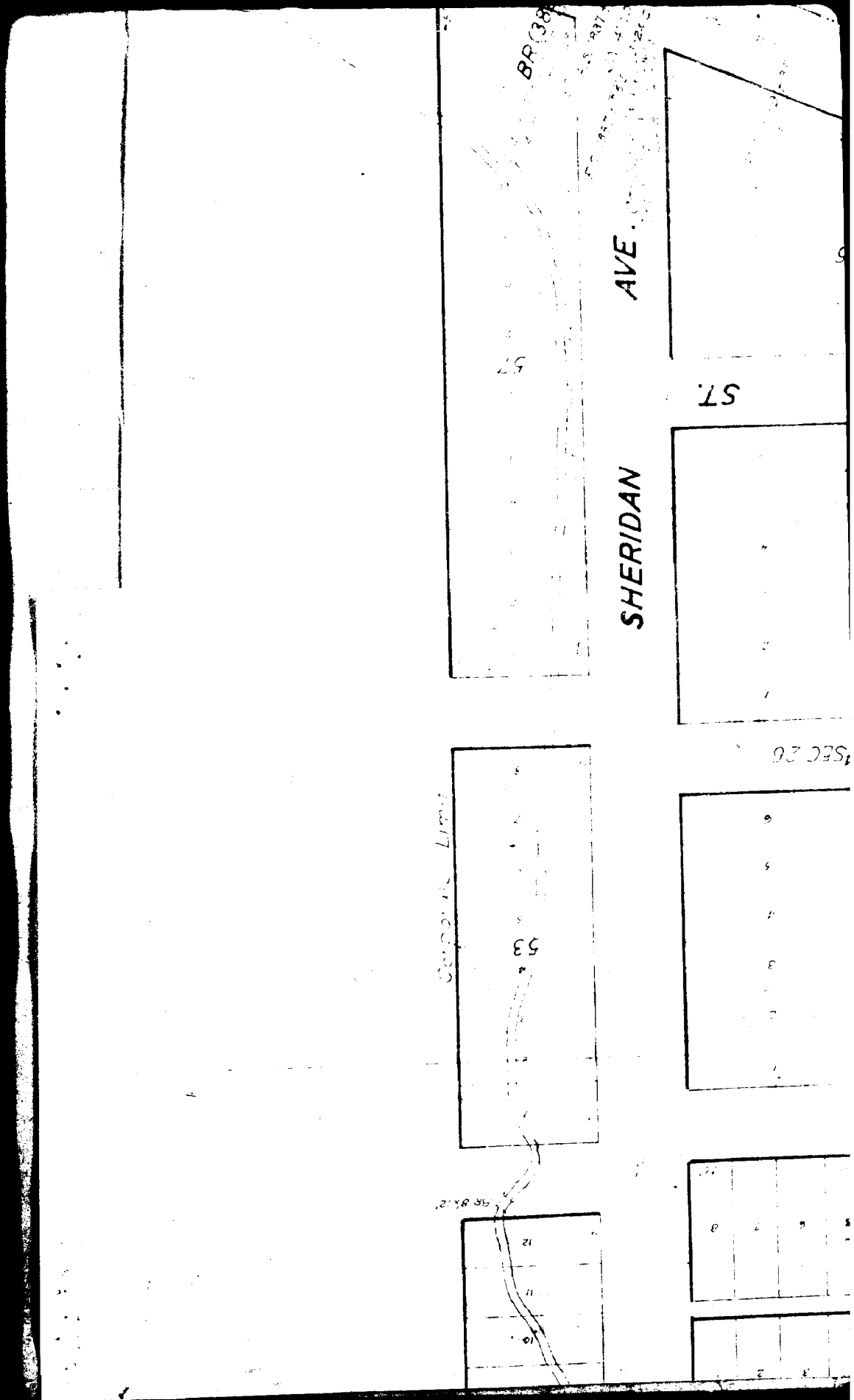
12

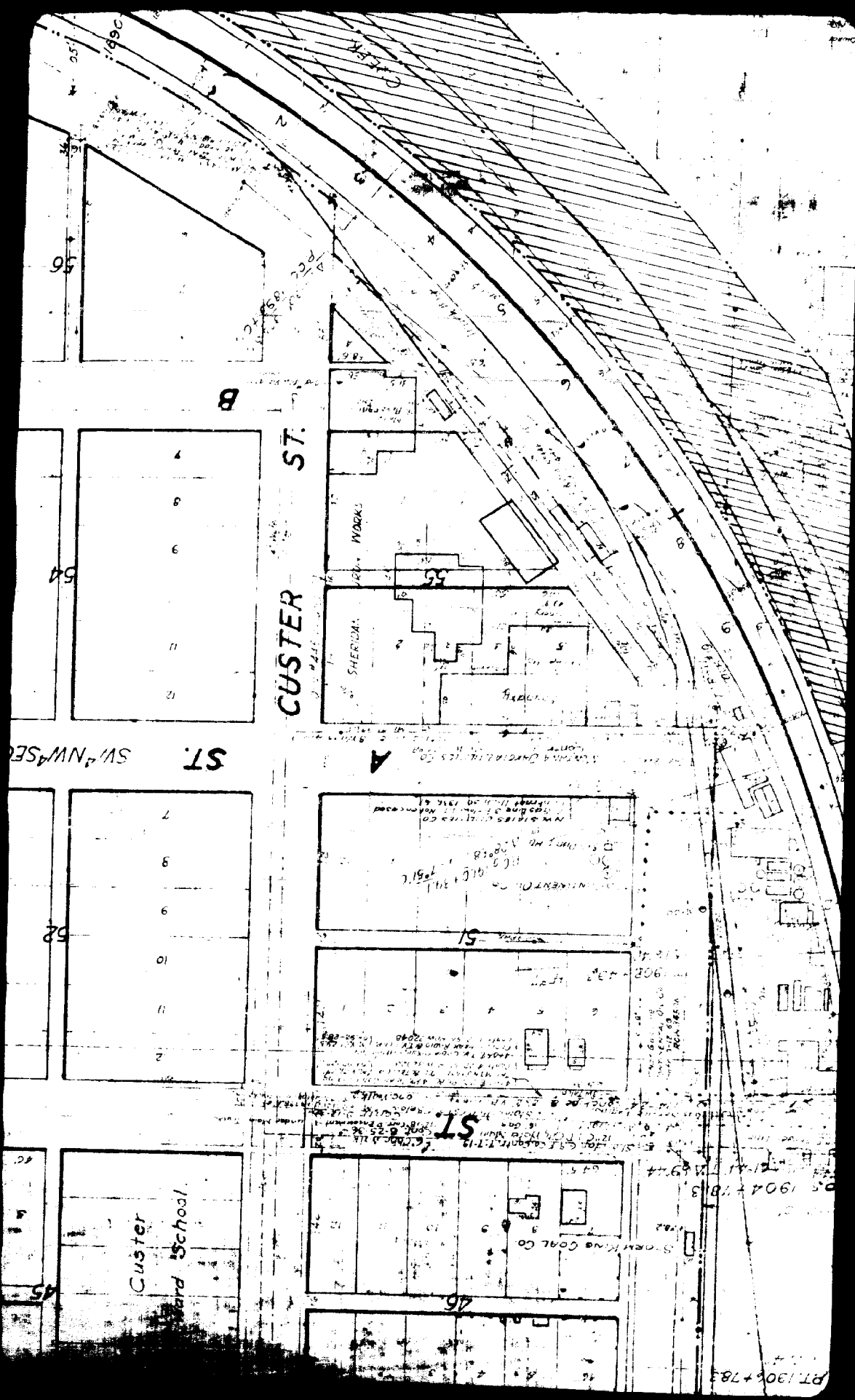
11

10

Section Limit

BR 38





CUSTER ST.

B

4
5
6
7
8
9
10
11
12

ST. SW 4th

7
8
9
10
11
12

Custer Ward School.

ST.

46

SHERMAN COAL CO.

SHERIDAN

WORKS

PT. 1306+783

PT. 1904+783

NE SW SEC. 26
SHERIDAN
1"=100
2-2-1965

CARLIN

WORKS

LOUCKS

WATER

5°00'00" S
5°00'00" E
10°59'22" S

Note: -
Right of Way & Track in Palmer's Addition
by Easement dated Aug. 16 1912.

PARCEL # 3

1882+22.8
1882+28.8

TO LINCOLN

TO SHERIDAN

287.65
107.59

8698

