

AGREEMENT

This agreement is entered into by Kendel E. Moore, Jr. and Cathy Lee Moore, husband and wife, ("Moores") and the Town of Ranchester, a Wyoming municipal corporation, ("Town").

IT IS AGREED AS FOLLOWS:

1. This agreement is contingent upon the Town obtaining utility easements in a form satisfactory to the Town over Lot 22 of Wondra Subdivision from David E. Rowell and Lisa L. Rowell and over a portion of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 13 in Township 57 North, Range 86 West, 6th P.M. from Susie L. Jolovich. After these contingencies are met, the parties will perform the duties and obligations required by this agreement.
2. Moores shall execute and deliver to Town the easement in the form attached as Exhibit A.
3. The water and sewer mains of the Town of Ranchester will be extended from a point in the Wondra Subdivision to the easterly boundary of Moores' property described in the Warranty Deed recorded in Book 342 of Deeds at Page 337 in the Office of the County Clerk and Ex-Officio Register of Deeds of Sheridan County, Wyoming.
4. The Town will pay the cost of the material to extend the water and sewer mains.
5. Moores shall promptly cause the sewer main and water main to be installed at their expense by reputable, qualified persons or contractors approved in advance by the Mayor of the Town of Ranchester in a good and workmanlike manner and in accordance with good construction practices and the ordinances of the Town of Ranchester and all other applicable statutes, rules and regulations of any other governmental agency.
6. Moores shall pay the plant investment fees required by the ordinances of the Town in order to connect to the municipal water system and municipal sewer system.
7. The water and sewer mains will be installed in the easements to be obtained from Jolovich and Rowells as described above.
8. This agreement shall be binding upon the successors and assigns of the parties.

DATED this 11 day of November, 1992.

Kendel E. Moore, Jr.
KENDEL E. MOORE, JR.

Cathy Lee Moore
CATHY LEE MOORE

TOWN OF RANCHESTER

By [Signature]
Mayor

ATTEST:

[Signature]
Clerk



UTILITY EASEMENT

For value received, Kendel E. Moore, Jr. and Cathy Lee Moore, husband and wife, ("Grantors") of Sheridan County, Wyoming grant and convey to the Town of Ranchester, a Wyoming municipal corporation, whose address is P. O. Box 236, Ranchester, Wyoming 82839, ("Town") its successors and assigns, a perpetual easement to install, construct, reconstruct, alter, operate, maintain, inspect, repair, and remove utilities, including, without limitation, water and sewer lines and mains, and electric distribution systems, street lighting, communication systems, and fire hydrants and other equipment and appurtenances as may be necessary or convenient for the operation of the utilities with the right of ingress and egress to and from the same on, over, under, through, and across the following described lands situate in Sheridan County, Wyoming:

The east 20 (twenty) feet of that certain tract of land described by Warranty Deed dated July 3, 1991, in Book 342, Page 337 of Deeds (No. 85659), located in the SE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 13, Township 57 North, Range 86 West of the Sixth Principal Meridian, Sheridan County, Wyoming, more particularly described as follows:

Beginning at the northeast corner of said tract, North 89°45' West a distance of 155.00 feet from the northeast corner of said SE $\frac{1}{4}$ SE $\frac{1}{4}$; thence South 0°01'24" East a distance of 579.33 feet to the southeast corner of said tract; thence North 64°25' West a distance of 22.18 feet; thence North 0°01'24" West a distance of 570.04 feet to the north line of said tract; thence South 89°45' East a distance of 20.00 feet along said north line to the point of beginning, said east 20 (twenty) feet containing 11,497 square feet more or less.

Grantors also grant and convey to Town the right to occupy and use the following described property until October 31, 1992 for the purpose of temporary construction, maintenance, repair, and removal work on the utilities:

The east 40 (forty) feet of that certain tract of land described by Warranty Deed dated July 3, 1991, in Book 342, Page 337 of Deeds (No. 85659), located in the SE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 13, Township 57 North, Range 86 West of the Sixth Principal Meridian, Sheridan County, Wyoming, more particularly described as follows:

Beginning at the northeast corner of said tract, North 89°45' West a distance of 155.00 feet from the northeast corner of said SE $\frac{1}{4}$ SE $\frac{1}{4}$; thence South 0°01'24" East a distance of 579.33 feet to the southeast corner of said tract; thence North 64°25' West a distance of 44.36 feet; thence North 0°01'24" West a distance of 560.55 feet to the north line of said tract; thence South 89°45' East a distance of 40.00 feet along said north line to the point of beginning, said east 40 (forty) feet containing 22,802 square feet more or less.

Grantors warrant that they have good, marketable title to the lands which are affected by this easement free and clear of all encumbrances and that they have full power and authority to grant this easement to the Town.

Grantors release and waive all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

Kendel E. Moore, Jr.
KENDEL E. MOORE, JR.

Cathy Lee Moore
CATHY LEE MOORE

STATE OF WYOMING)

) ss.

COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this 11 day of Nov, 1992 by Kendel E. Moore, Jr., and Cathy Lee Moore, husband and wife.

WITNESS my hand and official seal.

My Commission Expires: Sept 21, 1996

