

WYOMING STATE HIGHWAY DEPARTMENT

LANDOWNER SIGN AGREEMENT

Project SCP 6000
Road U. S. 87
County Sheridan
Parcel No. 1,2,3,4,5,6,7,8

THIS AGREEMENT, entered into this 22nd day of May, 1968, by and between THE STATE HIGHWAY COMMISSION OF WYOMING, acting by and through its RIGHT OF WAY DEPARTMENT of the WYOMING STATE HIGHWAY DEPARTMENT, hereinafter referred to as the Department and C. H. & B. F. Marshall hereinafter referred to as "Owner".

WITNESSETH:

WHEREAS, Owner is the owner of certain land located in Sheridan County, Wyoming, described as follows:

PARCEL NO. 1: All that portion of the N $\frac{1}{2}$ NW $\frac{1}{4}$ and SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 23, T. 55 N., R. 84 W., of the 6th P.M., Wyoming, lying between the easterly right of way boundary of presently existing U.S. Highway No. 87 and a parallel right of way line 667 feet to the left or easterly side when measured at right angles to the following described survey line of highway, said parallel right of way line beginning on the north boundary and ending on the west boundary of said Section 23;

Beginning at a point on the north boundary of said Section 23 from which the northwest corner thereof bears S. 89° 37' W. a distance of 720.0 feet;
thence S. 32° 16' W. a distance of 1355 feet, more or less, to a point on the west boundary of said Section 23.

The above described parcel of land contains 33.1 acres, more or less.

PARCEL NO. 2: All that portion of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 2, T. 55 N., R. 84 W. of the 6th P.M., Wyoming, lying west of the westerly right of way boundary of presently existing U. S. Highway No. 87.

The above described parcel of land contains 20.5 acres, more or less.

PARCEL NO. 3: All that portion of the E $\frac{1}{2}$ NW $\frac{1}{4}$ and SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 11, T. 55 N., R. 84 W. of the 6th P.M., Wyoming, lying between the westerly right of way boundary of presently existing U. S. Highway No. 87 and a parallel right of way line 660 feet to the right or westerly side when measured at right angles or radially to the following described survey line of highway;

Beginning at a point on the north boundary of said Section 11 from which the northwest corner thereof bears S. 89° 39' W. a distance of 1908.4 feet, said point of beginning being also located on a 3° 00' spiralled curve to the right, the spiral lengths of which are 420.0 feet, the total length of which is 1235.0 feet, the total central angle of which is 24° 27' and at which point a line tangent to said curve bears S. 6° 39.3' W.;

thence along the spiral arc through a central angle of 1° 42.7' a distance of 61.6 feet;

thence along the circular arc through a central angle of 11° 51' a distance of 395.0 feet;

thence along the spiral arc through a central angle of 6° 18' a distance of 420.0 feet to the point of ending of said curve;

thence S. 26° 31' W. a distance of 23.2 feet to the point of beginning of a 3° 00' spiralled curve to the left, the spiral lengths of which are 420.0 feet, the total length of which is 1335.5 feet, and the total central angle of which is 27° 28';

thence along said spiral curve through a central angle of 27° 28' a distance of 1,335.5 feet to the point of ending of said curve;

thence S. 0° 57' E. a distance of 552.8 feet, more or less, to the southeast corner of said SW $\frac{1}{4}$ NW $\frac{1}{4}$.

The above described parcel of land contains 31.2 acres, more or less.

through which runs U. S. No. 87, and that on said land Owner has leased, as permitted, certain sign rights to various advertising agencies; and

WHEREAS, said signs, and the exercising of such sign rights, constitute a traffic hazard along said U. S. No. 87 that the Commission is desirous of eliminating; and

WHEREAS, the parties hereto are in agreement that said signs and sign rights be eliminated.

NOW THEREFORE, in consideration of the sum of Five hundred and no/100--
-----(\$ 500.00) the parties hereto agree as follows:

1. Owner hereby sells and conveys to the Commission all rights to maintain, erect or construct any type of sign or other advertisement device, which in the opinion of the Commission will constitute a traffic hazard, as the same is applicable to said described property.

2. Owner will not permit or allow the erection or construction of signs or advertising devices within 660 feet of the nearest edge of the highway right of way. This covenant will run with the land and be binding upon the grantors, their heirs, executors, and assigns.

3. Owner will, within 30 days of the date of this Agreement, terminate all existing sign leases or permits for signs or other advertising devices that are now in existence as to the described property.

WHEREFORE, the parties hereto have affixed their names and seals as of the date first hereinabove written.

City Markum Bldg. Co.

OWNERS:

C. H. Marshall
R. E. Marshall

By: *[Signature]*

Title: *[Signature]*

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ACKNOWLEDGEMENT

THE STATE OF Wyoming ss:
COUNTY OF Sheridan

The foregoing instrument was acknowledged before me this 22nd day
of May, 1968.

Witness my hand and official seal.

Walter D. Blough
Notary Public

