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The plaintiffs have complied in all respects with the provisions of the laws and procedural rules of the State of Wyoming relative to eminent domain actions and have therefore

2.

hereto, comprising 25.637 acres more or less. to be and include the property as described on Exhibit "A" complaint, and thereafter in this matter, shall be amended taken by the School District, as provided on the original parties, the legal description of the property sought to be pursuant to the joint motion and stipulation of the

1.

ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

an order of award, it is therefore in the premises, in finding that it is appropriate to enter Court being fully apprised of the circumstances and informed represented by Dan B. Riggs of Lonabough and Riggs, the Arney of Redie, Vonkee and Arney and the Defendants being parties hereto, the plaintiffs being represented by Rex O. and pursuant to the joint motion and stipulation of the tificate of Appraisement as provided for in W.R.C.P. 71.1(h), hereby deemed by this Court to have been filed as the Cer- the appraisal report of the Court appointed appraisers, This matter having come before this Court pursuant to

ORDER OF AWARD

Civil Action No. 180-5-83

DOORIS KOBOLD

Defendants- ROBERT A. STOUT and Lyla M. STOUT, husband and wife, vs. Plaintiff, NO. 1, STATE OF WYOMING, SHERIDAN COUNTY SCHOOL DISTRICT

RECORDED SEPTEMBER 21, 1983 BK 278 PG 505 NO. 882961 MARGARET LEWIS, COUNTY CLERK IN THE DISTRICT COURT WITHIN AND FOR THE COUNTY OF SHERIDAN, STATE OF WYOMING

CERTIFIED COPY

duly condemned the lands described in Exhibit "A" hereto.

3.

Pursuant to that condemnation of the lands described in Exhibit "A" hereto, it is hereby ordered that those lands are set over, transferred and conveyed to Sheridan County School District Number 1, State of Wyoming.

4.

Pursuant to that condemnation and further pursuant to the joint motion and stipulation of the parties dated the 9th day of September, 1983, which joint motion and stipulation is hereby adopted, the cost of a "lawful fence", as further set forth in the joint motion and stipulation, would be \$1,500.00, to be placed on the easterly and northerly borders of the property acquired by the Plaintiff. Of that sum both the Plaintiff and the Defendant shall each pay the amount of \$750.00 each, with all further costs for building a more substantial fence, which Plaintiff has agreed to construct and which the Court hereby orders Plaintiff to construct, being the sole responsibility of the Plaintiff.

6.

Pursuant to said condemnation, and to the joint motion and stipulation of the parties hereto, and in consideration of the reservation of a right-of-way and easement in the Defendant along the easterly border of the condemned property as more specifically set forth above, the Plaintiff is hereby granted, and this Court does hereby grant transfer, set over and convey unto the Plaintiff an easement and right-of-way for public use, to run with and for the benefit of the land set forth in Exhibit "A", which easement and right-of-way is specifically set forth and described on Exhibit "B" hereto.

7.

Pursuant to said condemnation, and to the joint motion and stipulation of the parties hereto, and provided that the Plaintiff notifies the Defendant within ninety days of the

Certificate of Clerk of the District Court. The above is a true and correct copy of the original instrument which is on file or of record in this court.
1983
Clerk
Deputy

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-3-
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DISTRICT JUDGE

DATE this day of September, 1983.

of a water line easement as described in paragraph 7 above. The sum of \$2,875.00 shall be paid immediately upon delivery and the Plaintiff paying the balance of the \$289,625.00 deposit with this Court at the commencement of this action, interest, representing the total of all funds placed on principal sum of \$150,000.00 together with all accrued order by the Clerk of Court paying unto the Defendants the \$289,625.00 shall be paid immediately upon execution of this described above, for a total of \$292,500.00. Of said sum, as the Defendants' fair share of the "lawful fence" as also so elects to obtain such easement, less the sum of \$750.00 as hereinabove set forth, to be paid in the event Plaintiff have a water line easement on other lands of the Defendants \$2,875.00 as compensation for the right of the Plaintiff to the stipulation of the parties as hereinabove set forth, and land, made a subject of this condemnation action pursuant to \$2,875.00 as compensation for the additional .637 acres of complaint filed in this matter, together with the sum of as compensation for the 25 acres described in the original specifically set forth above, shall be the sum of \$287,500.00 and the further lands conveyed to the Plaintiffs as more condemnation of the lands described in Exhibit "A" hereto, The compensation to the Defendants for the taking and

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such tap fees as may be required by the Town of Ranchester. of the Town of Ranchester, paying to the Town of Ranchester so as required by and allowed by the rules and regulations Plaintiff and further provided that the Defendants shall do to do, without payment of additional compensation to the such times in the future and as the Defendants may so desire Defendants shall be allowed to tap onto the water line at the County of Sheridan, State of Wyoming; provided that Plaintiff for filing in the records of the County Clerk for dants shall execute a water line easement and deliver it to forth in the parties' Joint Motion and Stipulation, Defendant on and across the lands of the Defendant as set date hereof that it has elected to receive a water line

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APPROVED AS TO FORM:

LONABAUGH & RIGGS

By: 
Dan B. Riggs
Attorneys for Defendants

REDLE, YONKEE & ARNEY

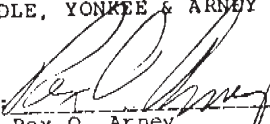
By: 
Rex O. Arney
Attorneys for Plaintiff

EXHIBIT "A"

A tract of land situate in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 13, and the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 24, T 57 N, R 86 W, 6th P.M., Sheridan County, Wyoming, being more particularly described as follows:

Beginning at a point, which is, N82°15'W, a distance of 559.43 feet, from the Southeast corner of Section 13 or the Northeast corner of Section 24, T 57 N, R 86 W, Thence, S29°17'15"E, a distance of 847.64 feet, to the North right-of-way line of U.S. Highway No. 14,

Thence S57°11'W, along the North right-of-way line of U.S. Highway No. 14 for a distance of 57.66 feet,

Thence continuing along the North right-of-way line of U.S. Highway No. 14 for chord distance of 1232.33 feet, with a bearing of S66°35'30"W, radius of 3769.72 feet, with delta angle of 18°48'50" to center line of the County Road, Thence, North 0°26'E, along the center line of the County Road, for a distance of 1390.36 feet,

Thence S80°11'40"E, a distance of 765.32 feet, to the point of beginning.

Containing 25.637 acres, more or less; subject to all easements and rights-of-way of record;

Excepting and reserving therefrom all water, water rights, oil and gas, and other minerals unto Robert A. Stout and Lyia M. Stout, husband and wife;

And further excepting and reserving unto Robert A. Stout and Lyia M. Stout, husband and wife, their heirs, administrators, executors, successors and assigns, a perpetual right-of-way and easement, 30 feet in width and running along the easterly border of said property, more particularly described as follows:

Commencing at a point of beginning which point is N82°15'W, a distance of 559.43 feet from the Southeast corner of Section 13, Township 57 North, Range 86 West; thence N80°11'40"W a distance of 38.65 feet;

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Exhibit A
Con't

Thence S29°17'15"E a distance of 873.88 feet to the North right-of-way line of U.S. Highway No. 14; thence N57°11'E along the North right-of-way line of U.S. Highway No. 14 a distance of 30.06 feet; thence N29°17'15"W a distance of 847.64 feet along the Eastern boundary of the property above described, to the point of beginning.

EXHIBIT "B"

30 FOOT EASEMENT AND RIGHT-OF-WAY ALONG EASTERN BOUNDARY
OF PROPERTY CONVEYED FROM ROBERT A. STOUT AND LYLA M. STOUT
TO SCHOOL DISTRICT NO. 1, SHERIDAN COUNTY, WYOMING.

A 30 foot wide nonexclusive access easement located in
the SE $\frac{1}{4}$ of Section 13 and the NE $\frac{1}{4}$ of Section 24,

Township 57 North, Range 86 West, 6th P.M., Sheridan County,
Wyoming, more particularly described as follows:

Beginning at a point of beginning which is N82°15'W, a
distance of 559.43 feet from the Southeast corner of Section
13, Township 57 North, Range 86 West;

Thence S80°11'40"E a distance of 38.65 feet; thence

S29°17'15"E a distance of 821.40 feet to the northern right-

of-way line of U.S. Highway No. 14; thence S57°11'W along

the northern right-of-way line of U.S. Highway No. 14 for a

distance of 30.06 feet; thence N29°17'15"W along the eastern

border of the school district property conveyed in this same

civil action number 180-5-83, a distance of 847.64 feet to

the point of beginning.