

AGREEMENT OF ADJOINING PROPERTY OWNERS FOR
EASEMENT

THIS INSTRUMENT, Made the _____ day of January, A. D. 1952, between JOHN F. RAPER and ANNA S. RAPER, Husband and wife, of Sheridan, Sheridan County, State of Wyoming, hereinafter called the "Grantor"; and, DONALD L. HOLCOMB and BARBORA L. HOLCOMB, Husband and wife, as joint tenants with the right of survivorship and not as tenants in common, and of the same place, hereinafter referred to as the "Grantees".

W I T N E S S E T H :

THAT,

WHEREAS, the Grantor, John F. Raper, is the owner in fee simple of the East fifty (50) feet of Lots Seven (7) and Eight (8), Block Twelve (12) of the Original Town, now City of Sheridan, Sheridan County, State of Wyoming; and, said Grantor is purchasing on Contract for Deed, the West seventy-five (75) feet of said Lots and Block in said Original Town, now City of Sheridan, Sheridan County, State of Wyoming, which two portions of said Lots and Block join each other; and, said Grantees are presently negotiating with the Grantor for the purchase of said West seventy-five (75) feet of said Lots and Block; and, said Grantor has agreed with the Grantees to acquire a fee simple title to said portion of said Lots and Block and convey the same to said Grantees, upon payment by them to the Grantor of the full agreed purchase price; and,

WHEREAS, the said Grantor, in addition to agreeing to transfer, sell and convey to said Grantees, by good and sufficient Warranty Deed, the above described portion of said Lots and Block, has also agreed to grant to said Grantees, an easement over, under and across the North four (4) feet of the East fifty (50) feet of Lot Seven (7) of Block Twelve (12) of said Original Town, now City of Sheridan, Sheridan County, State of Wyoming, which easement will join and run parallel to the South line of Lot Six (6) of said Block Twelve (12) of said Original Town, now City of Sheridan, for a distance of fifty (50) feet West from the East property line

of said Lot Seven (7) which abuts the alley on the East; that said easement is granted by the Grantor to the Grantees, for the purposes of providing the Grantees, their heirs, successors, assigns, administrators and executors, a surface right-of-way of ingress and egress from the West seventy-five (75) feet of said Lots Seven (7) and Eight (8) of Block Twelve (12), hereinbefore more particularly described, to the alley and to lay under ground such necessary utility service lines as sewer, water and gas, or such other utility service lines, pipes, wires or conduits as may be necessary to serve the portion of the premises described as above being conveyed by the Grantor to the Grantees; and, to agree in other particulars with respect to the costs, expenses, and future repairs and maintenance thereof.

NOW, THEREFORE, in consideration of the foregoing, and of the purchase price to be paid by the Grantees to the Grantor for said West seventy-five (75) feet of said Lots and Block, as hereinbefore described, the Grantor grants to the Grantees, their heirs, successors, assigns, executors and administrators, an easement over, under and across the North four (4) feet of the East fifty (50) feet of Lot Seven (7) of Block Twelve (12) of the Original Town, now City of Sheridan, Sheridan County, State of Wyoming, as a pathway for the purpose of ingress and egress to and from the alley; and, for the further purpose of placing under ground, such necessary utility service pipes and lines as may be necessary to serve the premises which the Grantor herein is selling and conveying to the Grantees, granting unto said Grantees the full right and privilege of herein-after going upon and under said premises for the purpose of making necessary repairs to said utility pipes and service lines; and, in the exercise of said easement privileges, said Grantees agree to save and keep the Grantor safe and harmless from any and all lawfully chargeable damages which he may sustain by reason of said easement rights, and to fully indemnify said Grantor for the same, if any he may sustain.

Said Grantees further agree with the Grantor, that if at any time it becomes necessary to make any repairs to any of the utility

lines and pipes lying underneath the surface of said premises, that the same will be made with the least amount of inconvenience to the Grantor; and, any and all excavations necessary, will be carefully made and will not be permitted to remain open longer than is necessary to make said repairs; and, the earth and soil will be, at the earliest possible moment, fully replaced in said excavations, resulting from said excavations, and the surface thereof restored to its original condition; and, said Grantees will not permit any depressions to remain on said surface.

The Grantees further agree with the Grantor, that said area and right-of-way for easement purposes will not be used for storage purposes, but at all times will be kept fully open and in no manner blocked or obstructed; and, the Grantor agrees that he will not in any manner block or obstruct said right-of-way.

IT IS FURTHER UNDERSTOOD AND AGREED, that if at any time either of said parties, their heirs, successors, assigns, administrators or executors, should determine that any walk should be constructed of wood, concrete, rock, stone, sand, gravel, or of any other material, along and over said premises, that no such walk will be constructed without first obtaining the express written permission of the then record owners or other proper parties affected thereby, and each adjoining property owner shall bear the expense of constructing said walk in equal portions and of the maintenance of the same thereafter.

IT IS EXPRESSLY UNDERSTOOD AND AGREED, between the parties hereto, that the Grantor reserves unto himself the right to lay such utility lines and pipes as may be necessary to serve his abutting premises under said premises granted to the Grantees for easement purposes, and to maintain the same under the same regulations and liabilities as imposed on the Grantees herein.

IT IS FURTHER UNDERSTOOD AND AGREED, that the Grantees shall have the right and privilege to leave their present utility service lines and pipes which presently run under the surface of the said East fifty (50) feet of Lots Seven (7) and Eight (8), Block Twelve (12) of the Original Town, now City of Sheridan, Sheridan County,

State of Wyoming, which serve the present dwelling house on the premises to be conveyed to the Grantees by the Grantor, until such time as either party hereto may elect to remove the same to the premises granted to the Grantees for easement purposes; and, when either of said parties so elects to cause the removal of the same thereto, it is expressly understood and agreed that the Grantor will pay all costs and expenses of such removal (sewer and gas line only) from the West line of his said premises, along and under the designated easement premises East to the main sewer and gas lines under the alley abutting Grantor's premises on the East, which expenses are to include costs of excavation, pipe and materials, labor, and making connection with main service lines in said alley. The Grantees are to pay all other expenses in connection with the extending of said utility service lines from the West line of Grantor's premises to any dwelling or other structure to be serviced thereby on said Grantees' abutting premises, it being understood and agreed that the Grantor will only be chargeable for the cost of installing a soil or sewer pipe of four (4) inch diameter and of approved quality as is required by the Ordinances of the City of Sheridan. Should the Grantees desire a sewer line of a larger diameter, then said Grantees agree to pay the additional costs for such installation; and, said Grantor will not be liable for any additional expenses for the installation of said service lines, should it become necessary to extend the same either North or South under the alley for more than a distance of four (4) feet to connect with the main sewer and gas service lines.

IT IS FURTHER UNDERSTOOD AND AGREED, that after said Grantor pays the expenses of installing said sewer and gas lines, hereinbefore provided for, that thereafter the Grantees will pay all necessary expenses incidental to the future repair and maintenance of the same.

IT IS FURTHER UNDERSTOOD AND AGREED, in consideration of the foregoing, that the Grantor shall have the right to use the present existing driveway from Brooks Street, lying to the North of the

house dwelling house presently located on the premises being conveyed by the Grantor to the Grantees, so long as said dwelling house remains thereon, or so long as there is a driveway along the North side of said premises, which driveway shall be used by the Grantor solely as a means of ingress and egress to said Grantor's premises adjoining on the East side thereof; and, should said Grantor cause to be opened up a driveway from North Street onto his said premises, the Grantees shall have the right to use said driveway as a means of ingress and egress to their said premises, but nothing herein contained is to be construed that said driveway privileges are to be of a permanent and vested right, and the same can be terminated at the election of either party, in writing to the other, if either of said parties determines to use their premises for such a purpose as would necessitate the closing of said driveway. It being understood that this provision would be for the mutual benefit of said parties, upon the termination thereof by either party, the right shall be likewise terminated by the other; and, as long as said right shall exist, the parties hereto agree that said driveway shall be kept open and vehicles will not be permitted to remain parked therein.

IT IS EXPRESSLY UNDERSTOOD AND AGREED, that this agreement shall be mutually binding upon the heirs, successors, assigns, administrators and executors of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Separable Agreement, in duplicate copies, on the date first above written.

Witness

Witness

Witness

Witness

Anna S. Baker
Grantors

Anna S. Baker

Margaret S. Baker
Grantees

THE STATE OF WYOMING)
County of Sheridan) ss.

On this _____ day of January, A. D. 1952, before me personally appeared JOHN F. RAPER and ANNA E. RAPER, Husband and wife, and DONALD L. HOLCOMB and MARJORIE W. HOLCOMB, Husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wives of the Grantor and Grantee having been by me first fully apprised of their right and the effect of signing and acknowledging the said instrument.

Given under my hand and notarial seal, the day and year in this certificate first above written.

Notary Public

My commission expires on the _____ day of _____,

A. D. 19 5