

AGREEMENT

THIS AGREEMENT is made by the TOWN OF RANCHESTER, a municipal corporation, hereafter referred to as "Town" whose address is Box 236, Ranchester, Wyoming 82839, and BARNEY BROS. LAND & LIVESTOCK, INC., a corporation, hereafter referred to as "Barneys" whose address is c/o Gary Barney, 267 Main Street, Lander, Wyoming 82520.

Recitals

A. Pacific Power and Light Company and Barneys executed and delivered to Town a Warranty Deed conveying a 10.35 acre tract and easements for sewer lines and an access road. This deed was recorded in Book 277 of Deeds at page 5 in the Office of the County Clerk of Sheridan County, Wyoming, and is hereafter referred to as the "Warranty Deed."

B. Barneys have proposed a subdivision known as Barney Bros. Land & Livestock, Inc. Subdivision, which must be approved by Town. This subdivision is hereafter referred to as the "Subdivision."

C. Barneys desire that a section of the sewer line be rerouted and desire the waiver of certain plant investment fees and in return are willing to change the existing sewer line and access easements and grant temporary construction easements.

D. Barneys have represented to the Town that Barneys now hold title to the land to be affected by this agreement and that Pacific Power and Light Company only has a mortgage on some of the affected land.

IT IS, THEREFORE, AGREED AS FOLLOWS:

1. The description of the centerline of the twenty (20) foot wide easement to construct, operate, maintain,

repair and remove sewer lines, which easement is described as Tract Two in the Warranty Deed, is amended to read as follows:

2. The description of the centerline of the twenty (20) foot wide easement to construct, operate, maintain and repair a road for purposes of ingress and egress for the Town, its agents, employees, assigns and licensees, which easement is described as Tract Three in the Warranty Deed, is amended to read as follows:

See attached Exhibit B.

3. It is the parties' intention that the centerline of the sewer line easement and the centerline of the road access easement will be as shown in red on attached Exhibit C.

4. Barneys also convey and warrant to the Town a temporary construction easement lying twenty-five (25) feet on each side of the centerline of the sewer line easement described on attached Exhibit A and lying twenty-five (25) feet on each side of the centerline of the road access easement described on attached Exhibit B. Barneys also convey and warrant to the Town a temporary construction easement of fifty (50) feet in width lying adjacent to and surrounding the Lagoon Site, which is described as Tract One in the Warranty Deed. These temporary construction easements shall be for the initial construction and installation of the access road, sewer lines, and lagoon site and associated facilities on the lagoon site. Upon completion of construction, the Town will reseed and restore the area within the temporary construction easement as near as practicable to its original condition.

5. Barneys represent that Barneys have good, marketable title to the property covered by these easements free

and clear of all liens and encumbrances except for a mortgage to Pacific Power and Light Company. Barneys will provide a partial release of the lands affected by this agreement from that mortgage by July 31, 1984.

6. The plat of the Subdivision will be approved by the Town upon compliance with all of the terms and conditions of the Town's subdivision ordinance, subject to such variances as are approved by the Town's engineer and the Town Council. The Town will not require Barneys, as a condition to approval of the Subdivision, to construct or provide for construction of paving or curb and gutter on the portions of Halbert Street and Campbell Street which adjoin the Subdivision.

7. The Town will waive and Barneys will not be required to pay the sewer and water plant investment fees for the first ten lots of the Subdivision. Barneys will be allowed, at their cost and expense, to install sewer taps and sewer services from the main line to the lots of the Subdivision after completion of all construction work on the sewer line by the contractor who installs the sewer line for the Town and after the contractor has compacted the excavation to grade. All such sewer taps and services will be installed in accordance with the Town's ordinances. The Barneys shall not be required to pay the water and sewer hookup fee of \$250.00 for these ten lots until water and sewer services are provided to the lots by the Town. Barneys will be required to pay and will pay the sewer and water plant investment fee for the remainder of the lots in the Subdivision for taps and water services when the taps and services are first used for sewer and water purposes.

DATED this 25th day of April, 1984.

TOWN OF RANCHESTER

Attest:

Clerk

By:

Mayor

BARNEY BROS. LAND & LIVESTOCK, INC.

Attest:

Secretary

By:

President

Witness my hand and official seal.  
Don C. Clark  
Notary Public  
My Commission Expires: Nov. 26, 1985

The foregoing instrument was acknowledged before me by  
Reo Kimball Barney, President of Barney Bros. Land & Live-  
stock, Inc., this 25 day of April, 1984.

STATE OF WYOMING )  
COUNTY OF SHERIDAN )  
ss. )

Witness my hand and official seal.  
Don C. Clark  
Notary Public  
My Commission Expires: August 26, 1984



The foregoing instrument was acknowledged before me by  
Phil Davis, Mayor of the Town of Ranchoester, this 25th day  
of April, 1984.

STATE OF WYOMING )  
COUNTY OF SHERIDAN )  
ss. )

## NEW SEWERLINE EASEMENT

A sewerline easement located in the North half of Sections 19 and 20, T57N, R85W of the 6th P.M., Sheridan County, Wyoming, said easement being ten (10) feet on both sides of the following described centerline:

Beginning at a point on the Easterly line of Campbell Street, Town of Ranchester, Wyoming, said point being located S 74° 03' 09" W, 1521.68 feet from the NE corner of said Section 19; thence N 89° 20' 29" E, 204.00 feet; thence N 24° 18' 08" E, 257.86 feet; thence S 65° 41' 52" E, 156.66 feet; thence N 73° 18' 14" E, 388.9 feet; thence N 83° 05' 18" E, 398.3 feet; thence S 84° 50' 59" E, 401.1 feet; thence S 48° 23' 42" E, 397.9 feet; thence N 67° 22' 53" E, 398.4 feet; thence N 77° 50' 27" E, 399.9 feet; thence N 84° 41' 36" E, 396.4 feet; thence N 78° 46' 04" E, 723.83 feet to the point of ending. Said point of ending being on the Westerly line of the 10.35 acre tract owned by the Town of Ranchester, said point being located S 86° 54' 30" E, 2625.91 feet from the NW corner of said Section 20.

Also, a 20 feet wide sewer easement in the North half of said Section 19, described as follows:

Beginning at a point located N 89° 38' 07" W, 1068.35 feet from the NE corner of said Section 19, thence S 24° 18' 08" W, 205.77 feet to the point of ending. Said point of ending being on the above described easement and located S 81° 05' 29" W, 1167.09 feet from the NE corner of said Section 19.

Exhibit A

# NEW ACCESS ROAD EASEMENT

A twenty (20) foot wide easement located in the Southeast quarter of Section 17, T57N, R85W of the 6th P.M., Sheridan County, Wyoming, being ten (10) feet on both sides of the following described centerline:

Beginning at a point on the Southern right of way line of the Burlington Northern Railroad, said point being located N 77° 55' 51" E, 3007.1 feet from the Southwest corner of said Section 17; thence S 35° 32' 05" E, 84.38 feet; thence S 26° 36' 40" E, 254.25 feet; thence S 18° 29' 54" E, 141.56 feet; thence S 19° 00' 38" E, 148.25 feet to the point of ending, said point being on the Northern boundary of the Town of Ranchester Lagoon site and located N 88° 57' 15" E, 3197.3 feet from said Southwest corner of Section 17.

Also, beginning at a point on the Northern right of way line of the Burlington Northern Railroad, said point being N 76° 01' 53" E, 3012.2 feet from the SW corner of Section 17; thence N 19° 38' 48" W, 186.1 feet to a point on the Southern right of way line of U.S. Highway 14, said point being N 72° 29' 27" E, 2999.5 feet from said SW corner of Section 17.

